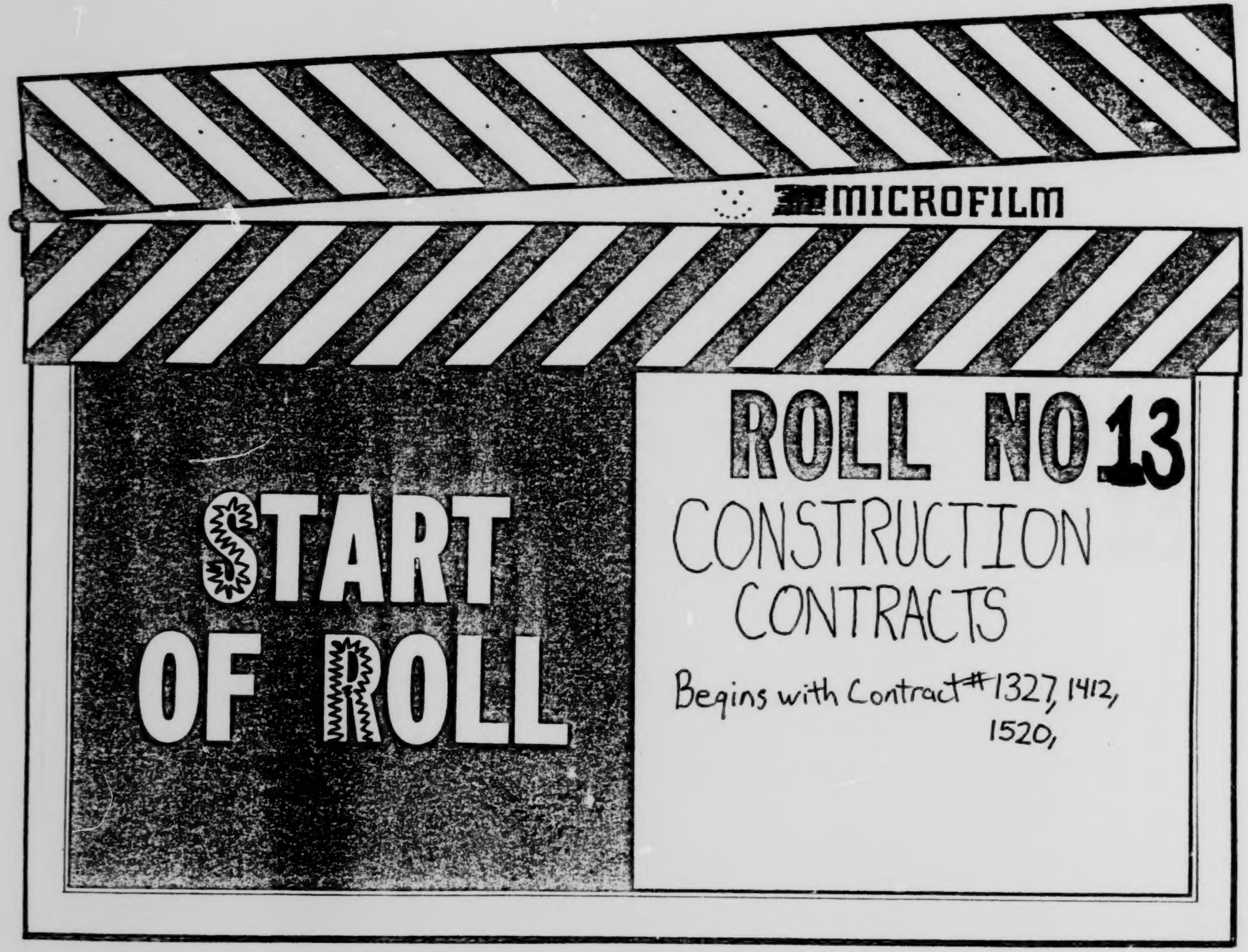

MICROFILM

START OF ROLL

ROLL NO 13

CONSTRUCTION CONTRACTS

Begins with Contract # 1327, 1412,
1520,

CONTRACT# 1327, 1412,
1520,

PR 142-G Paradise Cr.-Elkton Sec. 1932

[redacted]

1327. 1412, 1520

#1412

142G

November 20, 1933

Mr. Philip Montague
Myrtle Point
Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 10 stating that Johnson Bros., contractors, on the gravel crushing and road job at Elkton, owe you a balance of $10.00 for labor performed.

We have no contract with Johnson Brothers, but it is evident from the description of the job that you have given that you have reference to F. J. Kernan's Contract (State Highway Contract No. 1412), surfacing of the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County. According to our records, Mr. Johnson was superintendent and Mr. Murphy was timekeeper for Mr. Kernan.

In connection with the above-described project, Mr. Kernan was required to furnish the State with a surety bond for the protection of any and all legitimate claims which he may have incurred in connection therewith. We offer this bond to you for the protection of your claim. The bond was written by United States Fidelity & Guaranty Company for which C. O. Price is local manager, with offices in the Porter Building, Portland, Ore. We suggest that you communicate with the bonding company with reference to your claim; if you do not receive a satisfactory response within a short time we believe you should file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws, 1931, a copy of which is enclosed for your information. No charge is made by the Secretary of State for filing such claims.

In conformance with our usual practice, we are today notifying the surety of the existence of your claim.

Very truly yours

Secretary

AJ

November 20, 1933

U. S. Fidelity & Guaranty Company
% C. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

We are informed by Mr. Philip Montague, Myrtle Point, that he has a claim of $10.00 against F. J. Kernan to whom the State Highway Commission awarded the contract for the surfacing of the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County. The claim is for labor performed.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc F. J. Kernan
Faloma
Oregon

#1412

Myrtle Point, Ore.
Nov. 10, 1933.

State Highway Commission
Salem, Ore.

Gentlemen:

I worked for Johnson Bros. Contractors on the gravel crushing and road job at Eelkton, Ore. this summer. When the job was completed and they went on to the next job at Crater Lake, Ore. they paid me all of my wages but 10^{00}.

Noted
Jor—

SIO

Appr-12591

Form P. R. 2

te Oregon
ject No. NRH 142, Section G.

EMENT

ROAD ACT

16

WAY ACT

1921

TARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

II

This $10.00 they promised to send to me from Crater Lake on a near date but they never did so. I wrote to them and they wont even ans. my letter. I am hard up, out of work, and need the money very badly.

Judge Thompson of Coquille, Ore. who sent me over there to work, advised me to write to The State Highway Commission and C. H. Gram State Labor Commissioner in a effort to get my

Noted
for—

SIO

Appr-12591

Form P. R. 2

te Oregon

oject No. NRH 142, Section G.

EMENT

ROAD ACT

16

IWAY ACT

1921

TARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Appr-12591

money. The one of the Brothers. I worked for was Harley Johnson. I understand they have homes or headquarters at Corvallis, Ore. The timekeepers name on that job was Murphy. The reason that they didn't pay me the $10.00 then, but promised to send it to me from Crater Lake, was because some of the Bosses had gone from Eelkton on to there, and hadn't turned my time in. The timekeeper ad-

Notes for—

810

Form P. R. 2

ate Oregon

oject No. NRH 142, Section G.

EMENT

ROAD ACT

16

IWAY ACT

1921

TARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

mitted on the books
where I had the time
coming, and promised
to send me a check, but
never did so, thats
why I am writing to
you.
I trust I will hear
from you as the Labor
Commissioner soon,
in regard to this mat-
ter, or else get my
money. Thanking You
I am,
Yours Truly,
Mr. Philip Montague
Myrtle Point, Ore.

Appr-12591

Form P. R. 2

State Oregon

Project No. NRH 142, Section C.

EEMENT

D ROAD ACT

1, 1916

IGHWAY ACT

BER 9, 1921

EMENTARY ACTS

noted
Jor—

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Hypr-12591

7

Form P. R. 2

State Oregon

U. S. Public Works Project No. NRH 142, Section G.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

Noted
[illegible]

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 5th day of March, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 1st day of May, 1928 a project statement, which was approved by the Secretary on the 23rd day of May, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section G of said project which were recommended for approval by the United States District Engineer on the 9th day of October, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of forty-two thousand, eight hundred seventy-three and 38/100 dollars ($42,873.38) as the share of the United States payable under said act on account of Section G of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from "National Recovery Highway Funds" appropriated by Act approved June 16, 1933 (Public No. 67, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 601+50, at the east end of F. A. P. 142 E., in Lot 3 of Sec. 4, T. 22 S., R. 8 W., W.M., and survey station 1025+00 at the West end of F. A. P. 142 F, in the N. 1/2 of Sec. 19, T. 22 S., R. 7 W., W.M., (excepting therefrom the existing bridge across Paradise Creek).

, length 7.983 miles, in Douglas County, being Section G of Oregon U. S. Public Works project No. NRH 142, consisting of 7.983 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~ known locally as the Paradise Creek - Elkton Section of the Umpqua Highway between official control points Drain and Scottsburg.

8-5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section G of said project shall not in any event exceed the sum of forty-two thousand, eight hundred seventy-three and 38/100 dollars ($42,873.38), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-nine thousand, two hundred thirty-three and 38/100 dollars ($49,233.38), the approved total estimated cost of Section G of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall [illegible] payments [illegible] United States [illegible] project [illegible] the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 30 day of March, 1934

ORMGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture
~~Secretary of Agriculture~~

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

By R G Wilson
Acting Chief, Bureau of Public Roads.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Public Works Project No. [illegible] 142-C, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $49,233.38 as the total estimated cost of said project, and the sum of $42,873.38 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 30 day of March one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

By
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

Form 888—4M—8-33.

ORE[illegible] STATE HIGHWAY COMMISSIO[illegible]

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending Nov. 4th., 1933, 193

Section Scottsburg - Red Bridge

Kind of work Bituminous Macadam

Highway Umpqua

Section prefix 10 P B 1426

Contractor J. C. Compton & Saxton & Looney

Contract number 1520

Date of contract October 25th., 1933, 193

Date of completion Aug. 31st., 1934, 193

Date work started Has not started, 193

Estimated date of completion Aug. 31st. 1934, 193

Amount of contract . . . . $ 106,032.50

Per cent of time elapsed 3%%

Estimated cost of completed project, exclusive of engineering . . . . $ 110,300.00

Per cent of contract completed, based on total contract price . . . . 0 %

Engineering costs to date, $ 10.00, x %

Date project was completed , 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Saxton and Looney on job Wednesday looking at plant sites preparatory to moving in machinery. Expect to start work of erexting plant next week.

RECEIVED
NOV 6 - 1933
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV [illegible]

Glenn E. Roberts
Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

FORM 8-A-1 [illegible]

COMMISSIONERS

#14[illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		23.2		23.2	
Miles partially completed		XXXXX	XXXXX	XXXX	
Miles completed		XXXXXX			
Total estimated quantities		12,000	1,000	1,770 Tons	
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Rain		
Tuesday	Rain		
Wednesday	Rain		
Thursday	Showers		
Friday	Fair		
Saturday	Warm		

FORM S-A-1 9761 7000 6-28

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BAL
STATE HIGHWA
SAL

OREGON STATE HIGHWAY COMMISSION
SALEM

1412

1412-9

Roseburg, Ore.
Sept. 16, 1933

IN REPLY PLEASE
REFER TO FILE NO

RECEIVED
STATE HIGHWAY COMM.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

By today's express we are sending you the Semi Final Estimate and Final Records for the Paradise Creek-Ash Bridge Section, surfacing contract on the Umpqua Highway, contract 1412. A list of the final records is shown in the letter from Glenn Roberts attached hereto.

The contractor finished work on August 15th, but there remain a few items to be cleaned up by him before final payment should be made:

1. Our agreement with Kernan provides that the contractor shall take down the bunkers at Elkton, and neatly pile the lumber and shall remove all sand and gravel and leave the property in good condition. There is about 9000 feet of lumber suitable for future use.

2. A considerable number of large rocks have rolled down onto the farm of Mr. Hancock one mile east of Elkton. Sub-contractor Harry Hilderburn agreed to settle with Mr. Hancock or clean the rocks up but has not done to to date. I am writing to Kernan today concerning these two items and as soon as they have been taken care of we will notify you. In the meantime the final should be checked and semi-final payment made to Kernan as the cost of these two items will not run over $300.00.

cc. R.H. Baldock
EAC:AW

Very truly yours,

E. A. Collier
Division Engineer

NOTED
State Highway Engineer

#1412

142 G

September 6, 1933

Mr. Ted McKy
1746 Villard
Eugene, Oregon

Dear Sir:

Mr. Glenn E. Roberts has forwarded to us your letter of September 1 regarding your bill against F. J. Kernan.

Evidently this bill was incurred in connection with the contract that was awarded to Mr. Kernan for the surfacing of Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County, State Highway Contract No. 1412.

The State is without authority to collect your bill against Mr. Kernan. However Mr. Kernan was required to furnish the State with a surety bond in connection with the above-described project for the protection of any and all claims that might arise relative thereto. We offer this bond for the protection of your bill.

The surety bond was written by U. S. Fidelity & Guaranty Company; Mr. C. O. Price is its local manager, with offices in the Porter Building, Portland. We suggest that you write Mr. Price notifying him of your claim against Mr. Kernan.

If your bill is not settled within a relatively short time, we would advise that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your information.

We are also writing to the surety company that you have a claim against Mr. Kernan and his surety.

Very truly yours

Secretary

AJ

September 6, 1933

U. S. Fidelity & Guaranty Company
% C. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

Attached is copy of letter we have received from Ted McKy, Eugene, regarding his claim against F. J. Kernan to whom the State Highway Commission awarded the contract for the surfacing of Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc F. J. Kernan
Paloma, Oregon

ON 6-33

MMISSIONERS
ESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Roseburg, Oregon
September 5, 1933

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Attached you will find a letter and bill from Ted McKy, Eugene, Oregon, in which a claim is made against contractor F. J. Kernan for one hundred five yards of gravel at twenty-five cents per yard. A letter from Resident Engineer Roberts is also attached.

Very truly yours,

E. A. Collier
Division Engineer

CDC:FC
Incl. 3

By C D Cannon
C. D. Cannon
Office Engineer

CC Glenn E. Roberts
Resident Engineer
Elkton, Oregon

C.O.
forward to Glaisyer

ION 6-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
~~SALEM~~
Elkton

September 2nd. 1933

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier
Division Engineer
Roseburg, Oregon.

Dear Sir:-

Mr. Ted McKy has handed me the attached letter and bill against F. J. Kernan with the reqpuest that I foreward the same to you.

As I see it I believe this is a just claim and if possible it should be paid.

Very truly yours,

Glenn E. Roberts.

Glenn E. Roberts

RECEIVED
1933

SSION

Y REPORT

OJECT

k Ending Aug. 26th., 1933 , 193

Grading and Surfacing

10 P X 142G

ber 1412

tion May 31st., 1933 , 193

e of completion Aug. 15th., 1933 193

ne elapsed 100% %

$ 52,746.00

100 %

was completed Aug. 15th., 1933 , 193

mportant developments, instructions to contractors,

all field remeasures and

RECEIVED
AUG 28 1933
OREGON
STATE HIGHWAY COMMISSION

ECEIVED
AUG 28 1933

Glenn E. Roberts
Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

[illegible]

[illegible]

[illegible]

[illegible]

SION

REPORT

OJECT

Ending Aug. 26th., 1933, 193

Grading and Surfacing

10 P X 142G

er 1412

tion May 31st., 1933, 193

e of completion Aug. 15th., 1933, 193

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$ 52,746.00

100 %

was completed Aug. 15th., 1933, 193

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mportant developments, instructions to contractors,

all field remeasures and

RECEIVED
AUG 28 1933
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 28 1933

Glenn E. Roberts
Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

Form [illegible]—4M—[illegible].

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending Aug. 26th., 1933

Section Paradise Creek - Red Bridge

Kind of work Grading and Surfacing

Highway Umpqua

Section prefix 10 P X 14 VG

Contractor F. J. Kernan

Contract number 1412

Date of contract Sept. 26th., 1932

Date of completion May 31st., 1933

Date work started Oct. 18th., 1932

Estimated date of completion Aug. 15th., 1933

Amount of contract $ 40,555.00

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $ 52,746.00

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 3300.36, ~~6.1~~ 6.7 %

Date project was completed Aug. 15th., 1933

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Party working on final estimate complets all field remeasures and excavation quantities.

RECEIVED
AUG 28 1933
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 28 1933

Glenn E. Roberts
Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	12.41	12.41			
Miles partially completed	xxxxx	xxxxx			
Miles completed	12.41	12.41			
Total estimated quantities	30,000	32,450			
Estimated quantities moved or placed to date	30,000	32,450			
Average daily quantities	xxxxxx	xxxxx			
Average daily quantities necessary to complete project on time	xxxxx	xxxxx			
Number shifts per day	xxxx	xxxxx			
Hours per shift	xxxxx	xxxxx			
Average force on project for week	xxxxx	xxxx			

Percentages of men employed on contract to be secured from:

Douglas County, 51 %; Coos County, 49 %; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ...., Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Hot		
Monday	Hot		
Tuesday	Hot		
Wednesday	Fair		
Thursday	Hot		
Friday	Fair		
Saturday	Fair		

Form 888—4M—3-33.

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending Aug. 19th., 1933, 193

Section	Paradise Creek - Red Bridge	*Kind of work*	Grading and Surfacing
Highway	Umpqua	*Section prefix*	10 P X 142G
Contractor	F. J. Kernan	*Contract number*	1412
Date of contract	Sept. 26th., 1932, 193	*Date of completion*	May 31st., 1933, 193
Date work started	Oct. 18th., 1932, 193	*Estimated date of completion*	Aug. 15th. 1933, 193
Amount of contract	$ 40,555.00	*Per cent of time elapsed*	100 %

Estimated cost of completed project, exclusive of engineering $ 52,746.00

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 3118.36, 5.9 %

Date project was completed Aug. 15th., 1933, 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed all major work on the job except cleaning up the plant sites which he wishes to leave till the danger of fire is less.

Moved small shovel to Drain, worked at this early in the mornings and parked the shovel during the heat of the day.

Party working on the final estimate.

RECEIVED
AUG 21 1933
OREGON
STATE H

RECEIVED
AUG 21 1933

Glenn E. Roberts
Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	12.41	12.41			
Miles partially completed	12.41	12.41			
Miles completed	12.41	12.41			
Total estimated quantities	30,000	32,450			
Estimated quantities moved or placed to date	30,000	32,450			
Average daily quantities	xxxxx	xxxxx			
Average daily quantities necessary to complete project on time	xxxxx	xxxxx			
Number shifts per day	2	xxxxx			
Hours per shift	5	xxxxx			
Average force on project for week	8	xxxxx			

Percentages of men employed on contract to be secured from:

Douglas County, 51 %; Coos County, 49 %; .... County, ... %; .... County, ... %

	NUMBER USED AND SECURED FROM						
	Douglas COUNTY	Coos COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	3	4				1	8
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Hot		
Monday	Hot		
Tuesday	Hot		
Wednesday	Fair		
Thursday	Fair		
Friday	Hot		
Saturday	Fair		

142 G

August 7, 1933

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon

Dear Sir:

In response to your communication of July 21 with reference to final voucher on Oregon Federal Aid Project 142-G, otherwise known as the Paradise Creek-Elkton grading job:

I note that you make an inquiry as to the increase in rock and decrease in common excavation. On the east unit, the total yardage under run the preliminary by 16,362 yards, which underrun was scattered throughout the entire job, due principally to the fact that the allowance for slide and overbreak did not materialize, the grading being approximately to the neat section. The amount of rock on the final was 20,539.6 yards below the preliminary estimate. Approximately 17,650 yards of the reduction in rock quantities was due to change in classification, the remainder to a decrease in total yardage.

On the west unit, the total decrease in yardage was 13,215.9 cubic yards, which was all in rock since the earth cuts were taken out to the neat cross section. This decrease in rock was due to the steep slopes where the rock broke to a hard, smooth face in sandstone along the line of cleavage, making it unnecessary to go back to the anticipated slopes. The reduction in classification on the west unit was indicated by the difference in the original common and final common, or 114,730 cubic yards minus 85,000 cubic yards equals 29,730 cubic yards. Therefore, on the west unit the rock classification was decreased 29,730 cubic yards and the common was increased by that amount. The remainder of the decrease in rock classification was due to the increase in yardage.

The contractor's bid price on the rock excavation was 2 cents per yard and on the common excavation was 24 cents on the east unit and 32 cents on the west unit.

It is questionable whether a job of this kind should be awarded, for the reason that it is manifestly an unbalanced bid. However, the bid by Earl McNutt, the contractor, was so low that it appeared to the State's interest to award under this condition. A very careful analysis of the bid on this contract indicates that under any combination of bids Earl L. McNutt, the successful bidder, would still have been the low bidder and secured the award even with the reduction of rock quantities in accordance with the final estimate.

In the classification of this work we endeavored to hold to the specification defining solid rock the same as any other project, regardless of the glaring inequality in the unit bid price. The materials in question were fractured shale and sandstone varying from medium hard to extremely hard. The material was badly fractured and inasmuch as the cuts were in general on side hill, it was possible to loosen up much of the material without the use of powder. The contractor, of course, used the largest and most modern equipment practical to move on the job.

Under the circumstances, we consider that the contractor during the progress of the work was able to partially sustain his position by his construction operations and demonstrate that at least a portion of this material should be classified as common excavation rather than solid rock.

Please be advised that much of this material was on the border line and would probably be classified by some engineers as solid rock and by some as common, regardless of any of the peculiar circumstances with relation to this job. We had our own costkeeper on the job and the cost of this mooted material was about 20 cents per cubic yard, which was manifestly lower than the price at which any rock could be moved, whereas the cost on the ledge rock, which was classified as solid rock, ran from 47 cents to 53 cents per cubic yard. On the other hand some of the wet earth materials which were of course classified as common ran up to 25 cents per cubic yard. It would seem that the classification should be somewhat indicative of the cost and this further sustains our purpose in classifying this mooted material as common rather than solid rock.

Mr. Smith, our Construction Engineer, carefully went over this job and there is no question in my mind but what the contractor would be able to sustain his position in court and justify a classification of common excavation for at least all of the material so classified. Of course, the contractor was of the opinion that even more of it should have been classified as common excavation because he moved the materials with shovels without the use of powder.

This job was originally compared very carefully with adjacent cuts already excavated on other jobs of similar surface appearance, and there was no reason to anticipate that the fractures would extend throughout the entire cut or that the material could be more easily handled from the surface indications as above stated. Therefore, we consider that the original classification was carefully made from the best information available.

We, therefore, request that you pass the final estimate without any decrease due to the change in classification which we made after a very careful examination of all the circumstances with relation thereto.

Very truly yours,

RHB:HI

State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

July 21, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
JUL 22 1933
OREGON
STATE HIGHWAY

Dear Sir:

Reference is made to final voucher on Oregon Federal Aid Project 142-G.

In our letter to you of April 16, 1932, we stated that on account of the unbalanced bid of 2¢ on rock, we would not be willing to participate in any increase in cost due to reclassification of the materials after the project agreement was executed, and suggested that the project agreement show the revised quantity of 75,000 C.Y. of rock, as estimated by your Mr. H. G. Smith, with a corresponding increase in common excavation.

The project agreement estimate was submitted on May 21, 1932, using the original quantities and the project agreement drawn in accordance with your estimate.

The final voucher shows an underrun of 63,457 Cu.Yds. of solid rock and an increase of 33,937 Cu.Yds. of common excavation. We do not know just how much of this overrun in common is due to reclassification.

Will you please advise as to the quantities involved in reclassification of materials on this project?

On a number of occasions we have requested that when submitting final vouchers we be supplied with a statement explaining the unusual overruns and underruns, and a statement is hereby requested for this project.

May we again urge that when submitting final vouchers the reasons for unusual overruns and underruns be explained.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FORM 2-A-1 9760 10M 6-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

August 1, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Ore.

Dear Sir:

In regard to Federal Aid Project 142.C Paradise Creek-Elkton on which the contractor had an unbalanced bid of 2 cents for rock. We consider that the contractor during the progress of the work was able to partially substantiate his position by his construction operations and practically demonstrate that a portion of this material should be classified as common. The materials in question are fractured shale and sandstone varying from medium hard to extremely hard, but being so fractured that since all the cuts were side hill cuts, that it was possible to loosen much of it without the use of powder. By digging at these cuts both from the face and side it was possible to loosen this material in a manner not possible in thorough cuts. It is ofcourse realized that the contractor used the largest and most modern equipment practical to move to the job, since it was necessary for him to move this material as common, and we also realize that contractors in other circumstances would have clamored for a much larger precentage of Solid Rock, but at the same time we believe that we have given all the rock possible in equity and which we can substantiate in court. We do not feel that any carelessness wad made in the original classification but insist that the material was of such peculiar nature due to the depth of the fracture that no one could have anticipated the ease with which it could be loosened. This job was compared very carefully with adjacent cuts already excavated of similar appearance by the same contractor and there was no reason to anticipate that the fractures extended throughout the entire cuts or that the material could be more easily handled, and we consider that the original classification was carefully made from the best information obtainable.

On the east unit the total yardage under run the preliminary by 16,362 cu. yds. which was scattered throughout the entire job, due principally to the fact that the allowance for slide and overbreak, and by reason of the fact that the material was such that it was possible to grade to a neat section. The rock was reduced by 20,539.6 yds. which was occasioned by a reduction in classification and not by any material change in alignment, therefore the net change due to classification could be considered in ratio to the preliminary and final yardage or

$$\frac{94658}{111000} \times 20539.6 = 17650$$

therefore 17650 cu. yds. reduction in rock was due to classification and 2889.6 cu. yds. reduction due to decrease in yardage.

On the west unit the yardage was decreased 13,215.9 cu. yds. due to steepened slopes where rock broke to a hard smooth face along a line of cleavage making it unnecessary to go back to anticipated slopes. Some material was also saved at a large slide where it was necessary to raise the grade and adjust the alignment as the entire mountain had broken so that the original line became impractical.

Since the slopes on the cuts containing large percentages of earth were taken out to a neat cross section, it is felt that the reduction in classification is indicated by the difference in the original common and final common or 114,730.7 - 85,000 = 29,730.7 cu. yds. Therefore the rock classification was decreased 29,730.7 cu. yds. and the common were increased by that amount. The remainder of the decrease in rock classification was due to the decrease in yardage.

A very careful analysis of the bid on this contract indicates that under any combination of bidders that Earl L. McNutt would still have been the low bidder and secured the award, therefore since no monetary loss was incurred by accepting his bid we request that the final estimate be allowed without decrease due to classification.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

Paradise Creek - Elkton

West Unit

	Contract Quantity	Smith's Classification	Final Estimate
Common Excavation	85,000 cy	113,200 cy	114,760.5 cy
Solid Rock "	74000 "	45,800 "	31 083.3 "
	159,000 "	159,000 "	145,843.8 "

East Unit

Common Excavation	90,000 cy	99,400 cy	94,177.8 cy
Solid Rock "	21,000 "	11,600 "	460.4 "
	111,000 "	111,000 "	94,638.2 "
	270,000		240,000

West

Com	93,723.3
S.R.	50,778.7

East

Com	87,240.9
S.R.	7394.0

FORM 5-A-1 5000 5M 5-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1429

July 6, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

NOTED
Div. [illegible] Engineer

Dear Sir:

With regard to Paradise Creek-Elkton job. It would appear that Kernan has increased his plant by employing Homer Johnson to do some of the crushing and therefore will get done sooner than contemplated; which will make it impossible to sub-surface the two miles west of Elkton as formerly planned under the bituminous contract.

Therefore Mr. Baldock has decided to have Kernan finish his contract at the quantities called for and to finish the two miles in question as originally planned without additional subsurfacing. The stockpiled material should be placed on the road only when it is thoroughly dried out, preferably immediately before the close of the Kernan contract.

Additional stabilization will be added to these two miles under the bituminous contract by blading off the top, adding additional base material and replacing the top. This may slightly increase the cost but it is the only way to avoid the use of State funds.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

142-K

June 28, 1933

Pacific Hoist & Derrick Company
3200 Block, Fourth Avenue South
Seattle, Washington

Attention of Mr. F. R. Schohm

Gentlemen:

Reply is made to your letter of June 26 regarding the filing of claims against highway contractors in Oregon.

We have no standard form for the filing of claims, but notices of claim should be prepared substantially in the form given in Chapter 260, Oregon Laws for 1931, a mimeographed copy of which is enclosed. This notice should be filed with the Oregon Secretary of State prior to the expiration of six months from the date of completion of the contract.

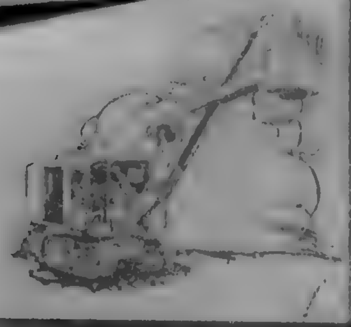
Regarding F. J. Kernan's contract for the construction of the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County, this job is not yet completed. Therefore, there is no particular hurry in filing the claim with the Secretary of State.

In connection with all Oregon highway contracts, the successful bidder is required to furnish the State with a surety bond for the protection of claims. Such bond was filed by Mr. Kernan. The bond was written by U. S. Fidelity & Guaranty Company for which C. O. Price is manager; his address is Porter Building, Portland.

Very truly yours

Secretary

HBG:AJ

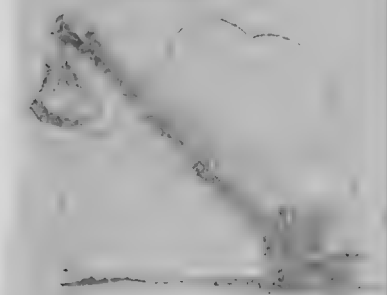


PHONE ELIOT 23

PACIFIC HOIST & DERRICK COMPANY
DESIGNERS, MANUFACTURERS AND DEALERS
MACHINERY SALES AND SERVICE
MACHINERY MART
3200 BLOCK, FOURTH AVENUE SOUTH
SEATTLE

AGENTS FOR
- NORTHWEST ENGINEERING COMPANY
- WISCONSIN MOTOR COMPANY
- MINNEAPOLIS-MOLINE POWER IMP. CO.
- CLIMAX ENGINEERING COMPANY
- TWIN DISC CLUTCH COMPANY
- PAGE ENGINEERING COMPANY
- THE BUHL CO.
- ISAACSON IRON WORKS
- PIONEER GRAVEL EQUIPMENT MFG. CO.
- MARMON-HERRINGTON

SPECIALIZING IN
- GAS AND ELECTRIC SHOVELS
- CRANES AND DRAGLINES
- GAS OR ELECTRIC HOISTS
- GAS POWER UNITS
- DERRICKS—WOOD OR STEEL
- CLAM SHELL AND DRAGLINE BUCKETS
- TWIN DISC CLUTCHES
- AIR COMPRESSORS
- EARTH MOVING EQUIPMENT
- GRAVEL PLANTS
- TRUCKS



June 26,1933

State Highwsy Department
Salem,Ore

Gentlemen:

Will you kindly advise us what the procedure is in filing a lien for fents and machine repairs against a contractor on a state road in Oregon? If certain forms are required filled in, we would appreciate your forwarding us a supply.

The contract we have reference to is for F.J.Kernan, Douglas County: Paradise-Creek-Red Bridge Section of Umpqua Highway. Construction 12.4 miles of screened gravel surfacing and furnish crushed gravel in stock piles. Will you kindly advise how near through this job is.

Your information on the above will be very much appreciated.

Very truly yours,

PACIFIC HOIST & DERRICK COMPANY

F. R. [illegible]

FRS.I

ALL CONTRACTS SUBJECT TO EXTENSIONS ON ACCOUNT OF DELAYS CAUSED BY WAR, LEGAL AUTHORITY COMMON CARRIER, SUB-CONTRACTOR, FIRE, STRIKES, LOCKOUTS, OR OTHER CAUSE BEYOND THE COMPANY'S CONTROL. ALL QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

COMPLETE CATALOGUE—ANY OF THE ABOVE LINES—ON REQUEST

142 B

June 27, 1933

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Sir:

It is recommended that F. J. Lemmon, contractor on the Paradise Creek-Red Bridge surfacing, Federal Aid Project #E-142-D, F, G, be allowed to use equipment to load stock-piled rejection material. This material is round boulders which cannot practically be loaded either with teams or by hand.

It is apparent that a portion of the gravel from the Burch Bar will be obtained from the river bed, therefore, it is also necessary to load this material with power equipment.

Yours very truly,

State Highway Engineer

RHB:HI

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

June 21, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3800,
Portland, Ore.

Attention - Mr. T. W. Davis

Dear Sir:

During our inspection of the Paradise Creek-Red Bridge Section on the Umpqua Highway, some conversation was had with F. J. Kernan contractor concerning the loading of the oversized gravel stockpiled to be crushed for bituminous rock.

Mr. Collier is requesting that some decision be made in the matter and recommended that it is entirely practical to load this material by hand. He feels that they bid upon that basis and that there is little reason for waiving that specification.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

NOTED
State Highway Engineer

CC to
R.H. Baldock

FORM 9-A-1 9000 SM 5-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

June 15, 1933

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

We are submitting herewith for your approval Order For State Force Work on Contract Projects covering preparing stock pile site on the Paradise Creek-Red Bridge Section of the Umpqua Highway in the amount of $60.00. An increase in authorization is not requested.

Very truly yours,

cc. R.H. Baldock
CDC:AW

E. A. Collier
Division Engineer

By
C. D. Cannon
Office Engineer

FORM 9-6-1 9039 M 8-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

June 8, 1933

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. B. GLAISYER

Dear Sir:

Attached hereto you will find F. J. Kernan's letter dated May 24th, in which he asks for an extension of time on his Paradise - Elkton Section surfacing contract on the Umpqua Highway in Douglas County. In this letter you will note he does not state the date to which he wishes the extension made, so wrote him and understand he has sent in an application for an extension to August 31, 1933, together with the consent of the surety.

The specified date of completion fot this contract is May 31st, 1933. The new grade west of Elkton has been so soft all winter that it has not been possible to place the gravel surfacing thereon and this section, even now is still too soft. The contractor fairly assumed that only one plant would be required on this job. Under these circumstances I recommend that an extension be granted to August 31st, 1933 without penalty.

NOTED

The excavation quantities on the job will be greatly increased because of slides. Traveling public has been inconveniences by reason of these slides but it has not been possible for the contractor to repair these places or place gravel thereon because of rain and mud. Engineering costs have been increased on this job by reason of the extension of time but I do not feel that the contractor should be charged for this since he has had equipment and would have been willing to go but has been prevented on account of soft grade.

Very truly yours,

E. A. Collier
Division Engineer

cc. R.H. Baldock
EAC:AW

May 22, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of final voucher, in the amount of $7,681.58, for the Paradise Creek-Elkton Section, Project No. 142-C.

The project agreement estimate for this project, due to gravel topping not being constructed throughout, showed two types of roadway. However, the completion of the work under Emergency Project No. E-142-C will result in a continuous gravel surface and the statement of completed work, will then show only one type of roadway. Accordingly, it appears desirable to submit the final voucher for work under Project No. 142-C to conform with the statement of completed work to be submitted at a later date. Consequently a substitute estimate has been prepared in which the two types of roadway have been eliminated and six copies of this estimate are enclosed herewith. The final voucher has been prepared to conform with the substitute estimate.

The final estimate for this project shows an underrun for the excavation quantities of 8.2% on the West Unit and 14.7% on the East Unit, or an average reduction of 10.9%. This saving has been occasioned by a careful rebalancing of the line during construction.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/CS

Encl.

9

Oregon State Highway Department   Project No. 142-G

PARADISE CREEK-ELKTON SECTION OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Substitute estimate for vouchering)

Salem, Oregon, May 10, 1933.

WEST UNIT

Grading

All Required		Clearing and Grubbing		$ 5,550.00
114,760.5	cu. yds.	Common Excavation	$ 0.32	36,723.36
31,083.3	" "	Solid Rock Excavation	0.02	621.66
136,804	yd. sta.	Overhaul	0.01	1,368.04
29,182	yd. mi.	Truck Haul	0.15	4,377.30
648	lin. ft.	12-inch Concrete Pipe	0.90	583.20
507	lin. ft.	18 " " "	1.95	988.65
132	" "	24 " " "	2.00	264.00
126	" "	30 " " " (Heavy)	4.50	567.00
242	" "	12 " Corr. Galv. Iron Pipe	0.90	217.80
20	" "	18 " " " " "	1.60	32.00
42	" "	24 " " " " "	2.10	88.20
3,172	" "	8 " Porous Drain Tile	0.40	1,268.80
536	" "	9 " Perforated Iron Pipe	0.90	482.40
501.5	cu. yd.	Rock or Gravel Backfill for drains	0.60	300.90
9,869	" "	Gravel Topping	0.60	5,921.40
				$59,354.71
		Lump Sum Reduction		500.00
				$58,854.71

EAST UNIT

Grading

All Required		Clearing and Grubbing		$ 4,975.00
94,177.8	cu. yd.	Common Excavation	$0.24	22,602.67
460.4	cu. yd.	Solid Rock Excavation	0.02	9.20
89,704	yd. sta.	Overhaul	0.01	897.04
763.4	yd. mi.	Truck Haul	0.10	76.34
735	lin. ft.	12-inch Concrete Pipe	0.90	661.50
432	" "	18 " " "	1.95	842.40
138	" "	24 " " "	2.60	358.80
135	" "	30 " " " (Heavy)	4.50	607.50
192	" "	36 " " " "	6.50	1,248.00

132	lin. ft.	48-inch Concrete Pipe (Heavy)	$9.25	$ 1,221.00
78.77	cu. yd.	Class "A" Concrete	20.00	1,575.40
9,812	lbs.	Metal Reinforcement	0.06	588.72
2,529	lin. ft.	8-inch Porous Drain Tile	0.40	1,011.60
407	cu. yd.	Rock or Gravel Backfill	0.60	244.20
38.1	" "	Riprap	2.00	76.20
5,616.5	" "	Gravel Topping	0.60	3,369.90
				$ 40,365.47
		Lump Sum Reduction		500.00
				$ 39,865.47
		Sub-total, Roadway		$ 98,720.18
		10% Engr. & Cont.		9,872.01
		Total, Roadway		$108,592.19

BRIDGES

Paradise Creek Bridge

443.46	cu. yd.	Excavation	$1.50	$ 665.19
384.70	" "	Class "A" Concrete	16.00	6,155.20
146.47	" "	" "B" "	16.00	2,343.52
91,725	lbs.	Metal Reinforcement	0.036	3,302.10
411	lin. ft.	Concrete Handrail	3.50	1,438.50
All Required		Remove Old Bridge and Maint. Traffic		400.00
				$ 14,304.51
		10% Engr. and Cont.		1,430.45
		Total, Bridges		$ 15,734.96

Length of Roadway,	7.983 miles
" " 1 Bridge	0.038 "
Total length	8.021 "
Cost per mile, roadway	$13,602.92

State Funds for Constr: Chap. 173, laws 1917; Chap. 31, laws 1920
" " " Maint: Chap. 41, laws 1927.

#1421

FORM 3-A-1 7020 5M 2-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

1421

May 22, 1933

Mr. J. F. Kernan
916 Porter Bldg.
Portland, Oregon

Dear Sir:

Your contract for surfacing the Paradise-Elkton Section of the Umpqua Highway in Douglas County has a specified completion date of May31, 1933. It is apparent that you will be unable to complete the job on that date and I wish to suggest that you immediately apply to the State Highway Commission for an extension of time sufficient to permit completion of the job. Your application for extension should state the reasons why you feel you are entitled to an extension and should be accompanied by the consent of your surety to the extension.

Very truly yours,

E. A. Collier
Division Engineer

EAC:AW
cc. H. B. Glaisyer

#1327

April 27, 1933 142C

American Surety Company of New York,
W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that we will soon be ready to make final payment to Earl L. McNutt on contract No. 1327 for the construction of the Pass Creek-Elkton Section of the Umpqua Highway in Douglas County.

For your information we wish to advise that the following claims have been filed in this office against the above contract:

W. J. Billick $[illegible] against Tom & Art Demarest, sub contractors.
Mott Bilcrk $71.0[illegible] - Gus Holser $64.61 - Nels Ericksen $71.[illegible] -
A. Sandberg $71.75 - Steve Burich $73.80 - M. C. Walsh $68.91 - Pete
Jacobson $71.75 - Ed. Swanson $69.80 - Geo. Vulcrovich $70.28 -
all of above claims are for labor and were filed by the Bureau
of Labor.
Paul Davich $71.75 for labor.
Thos. Jacobs $51.44 against Smith & McKy, sub contractors for repairs.

The warrant covering the final payment will be held until we have been advised that the above claims have been taken care of.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1337

1426

April 18, 1933

Mr. Charles A. Hardy, Attorney
U. S. National Bank Building
Eugene, Oregon

Dear Sir:

Reference is made to your letter of April 13 regarding the claims against contractor Earl L. McNutt in connection with his Contract No. 1337 for the construction of Paradise Creek-Elkton Section of Umpqua Highway in Douglas County.

In view of the presentation made by you, we are today releasing to Mr. McNutt semi-final payment of $10,787.19.

We shall, however, continue to hold the final payment, amounting to approximately $3,000, until the matter of claims has been disposed of to the satisfaction of the State Highway Commission.

Very truly yours

Secretary

HBG:AJ

cc Earl L. McNutt

[illegible] 18

April 18, 1933.

H. B. G.

The payment to Earl L. McNutt on Cont. #1327 - Paradise Creek-Elkton Section, Semi-final is $10,787.19 and the retained percentage is $3,056.59.

McCallister is now checking the final records on this contract and advises that the final payment will be approximately the amount of the retained percentage, if anything it will be raised a few dollars.

The total of the claims on file is $909.88 so the semi-final payment could be released.

J. McF.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 17, 1933

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. M. Devers
Office

Dear Sir:

Attached hereto is a letter that I have received from Charles A. Hardy, Attorney, Eugene, who represents contractor Earl L. McNutt to whom the State Highway Commission awarded the contract for the construction of the Paradise Creek-Elkton Section of the Umpqua highway in Douglas County--State Highway Contract No. 1327.

I also attach my file with respect thereto.

Will you kindly advise me whether or not it is satisfactory to make semi-final payment to Mr. McNutt in view of the presentation made by Mr. Hardy?

Very truly yours

H B Glaisyer
Secretary

HBG:AJ

Devers says if sufficient amt. remains in final to cover all claims then release semi final. and hold final.

CHARLES A. HARDY
ATTORNEY

UNITED STATES NATIONAL BANK BUILDING
TELEPHONE 167

EUGENE, OREGON April 13, 193

Mr. H. B. Glaisyer,
Secretary State Highway Commission
Salem, Oregon

Dear Sir:

Referring to contract No. 1327, Earl McNutt, for the construction of the Paradise Creek-Elkton section of the Umpqua Highway in Douglas County, I am advised by Mr. McNutt that his estimate now due amounts to $10,700.00 and that the final estimate will be about $3000.00.

In regard to the claims filed as listed in your letter of February 14th, I beg to say that I had some correspondence with the attorney for J. W. Billick on account of a bill he has of $81.92 against Tom and Art Demerest. Tom and Art Demerest occupied a cabin in an auto camp near Elkton which they made their home and also bought household supplies from Billick. This was not for the McNutt job at all. They were boarding themselves and rooming themselves and this cabin was their family home just as if they had had a residence at Elkton, and the supplies were for their home and none of the same went on the job. They bought gasoline and groceries for their own use from Billick. Billick refused to furnish McNutt any itemized statement or any showing that he had any claim against McNutt.

The labor claims you list in your letter of February 14th are claims made by a group of subcontractors who entered into a written contract with Mr. McNutt. At the completion of the contract he settled with them and obtained their signatures to a release in full settlement. They afterward changed their notion and wanted to claim wages and repudiate the contract. For a while they threatened to commence action but have never seen fit to bring their claims into court. We regard the claim as without any merit whatever and one for which there is no foundation, and therefore cannot consent to the same being paid.

This is the first that Mr. McNutt has heard of the claim of one Thos. Jacobs of $51.44 and it seems to be a matter of some dispute between Jacobs and Smith & McKy. If the claim is substantiated we will of course pay it.

On account of these few small claims I do not think this is just cause for holding up the matter of upwards of $10,000.00, and Mr. McNutt tells me that he has the figures that the final estimate to follow later is the sum of about $3000.00. I therefore beg to suggest that the semi-final estimate should be paid and that you would be more than protected on the final estimate until we can see what disposition can be made of these claims. I might also say in addition you have the security of the bond given by the American Surety Company and when it comes to the matter of the final estimate we will procure the consent of the surety company and I am sure the surety company will gladly consent to the payment of the semi-final estimate.

Yours very truly,

CAH/J

February 14, 1933

Mr. Earl L. McNutt
351½ East Broadway
Eugene, Oregon

Dear Sir:

An inspection of our records discloses the following claims against your Contract #1527 for the construction of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County:

Claim of J. W. Billick in the amount of $31.92 against Tom and Art Demerest, subcontractors, for groceries and rent

Claims of the following men who were employed as laborers:

Mott Bilork..........	$ 71.00
Gus Holmer...........	64.61
Nils Erickson........	61.75
A. Sandberg..........	71.75
Joe Milich...........	71.25
Steve Durich.........	73.50
M. C. Walsh..........	68.91
Pete Jacobson........	71.75
Ed. Swanson..........	69.50
Geo. Vulerovich......	70.25
Paul Devich..........	71.75

Claim of Thos. Jacobs in the sum of $51.44 against Smith & McKy, subcontractors for repairs to machinery.

Your attention is called to Section 49-701, Oregon Code 1930, part of which reads as follows:

> * * * such contract shall contain the further clause or condition that should any contractor fail, neglect, or refuse to make prompt payment of any claim for labor or services, furnished by any person

> in connection with such contract as said claim becomes due, whether said services and labor be performed for said contractor, or a subcontractor, then and in such event the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing such labor or services and charge the amount thereof against funds due or to become due said contractor by reason of his said contract, but the payment of any such claims in the manner herein authorized shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claim."

We have no knowledge as to whether or not the above listed claims are proper charges against your work; nevertheless, until they have been disposed of to the satisfaction of the State Highway Commission and our records are cleared, we shall be obliged to give consideration to the provisions of the statute, above quoted, and may apply its benefits to satisfy the persons who have filed these claims.

Until we receive evidence that the claims have been satisfactorily disposed of, it will be necessary to withhold further payments to you in connection with this project. Will you kindly give this matter your attention?

Very truly yours

Secretary

HBG:AJ

cc Mr. Probert

January 24, 1933

Mr. R. H. Baldock
Office

Dear Sir:

The records show the following claims on file against Contract 1327 awarded to Earl L. McNutt for the construction of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County:

6-7-32 W. J. Hillick in the amount of $8192 against Tom & Art Demerest, subcontractors, for groceries and rent. Filed through the office of the Secretary of State

10-1-32 Claims for labor filed through the Bureau of Labor: Mott Hilork, $71.00; Gus Holmer, $64.61; Nels Erickson, $61.75; A. Sandberg, $71.75; Joe Milich, $71.25; Steve Burick, $73.50; M. C. Walsh, $68.91; Pete Jacobsen, $71.75; Ed. Swanson, $69.50; Mr. Geo. Vulorovich, $70.25.

10-4-32 Paul Davich, $71.75 for labor

11-23-32 Thos. Jacobs, $51.44 against Smith & McKy, Subcontractors, for repairs to machinery.

The records also show that this project was 98% complete on December 15, 1932. At that time our retain percentage amounted to $6,900.49.

I am told that the next payment to the contractor will be the semi-final payment. I am not definitely advised as to whether or not the above are all legitimate claims against the contract, neither am I advised if any of them have been settled.

Will you kindly advise me of your wishes with respect to these claims.

Yours very truly

Secretary

HBG:jn

January 20, 1933 -

Earl K. McNutt - Contract No. 1327 - Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County

Claims on file to date as follows:

6- 7- 32 W. J. Billick amt. $81.92 against Tom & Art Demerest, subs. for groceries and rent - filed thru Secretary of State.

10-1- 32 Following claims for labor filed by Bureau of Labor:
Mott Bilork $71.00 - Gus Holmer $64.61 - Nels Erickson $61.75
A. Sandberg $71.75 - Joe Milich $71.25 - Steve Burich $73.50
M. C. Walsh $68.91 - Pete Jacobson $71.75 - Ed. Swanson $69.50
Geo. Vulorovich $70.25 -

10-4- 32 Above claims for labor filed thru Secretary of State.

10-12-32 Paul Davich $71.75 for labor filed thru Secretary of State

11-23-32 Thos. Jacobs $51.44 against Smith & McKy, subs. for repairs to machinery

Retained percentage on above contract is $6,900.49 - semi-final payment has not yet been made. Quantity summary sheet shows $845.30 to complete- Contract was 98% complete on Dec, 15th, 1932.

142-G

April 17, 1933

Mr. J. M. Devers
Office

Dear Sir:

Attached hereto is a letter that I have received from Charles A. Hardy, Attorney, Eugene, who represents contractor Earl L. McNutt to whom the State Highway Commission awarded the contract for the construction of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County--State Highway Contract No. 1327.

I also attach my file with respect thereto.

Will you kindly advise me whether or not it is satisfactory to make semi-final payment to Mr. McNutt in view of the presentation made by Mr. Hardy?

Very truly yours

Secretary

HBG:AJ

1327

142 D

April 12, 1933

Mr. Earl L. McNutt,
351½ East Broadway,
Eugene, Oregon.

Dear Sir:

Please refer to our letter of February 14th concerning claims against your contract No. 1327 - Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County.

We will soon be ready to make semi-final payment on the above contract. However, before the warrant covering the semi-final payment will be released it will be necessary that we be advised as to what disposition has been made of the claims filed against this contract.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1327

1426

CHAS. H. ELREY
ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

BRANCH OFFICE
101 COURTHOUSE
PORTLAND, OREGON

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM
COMMISSIONER
CAPITOL BUILDING
SALEM, OREGON

O. D. MATTHEWS, DEPUTY
324 N. SIXTH STREET
KLAMATH FALLS, OREGON

FRED O. SMALL, ATTORNEY
MELHASE BUILDING
KLAMATH FALLS, OREGON

Portland, Oregon,

January 28, 1933.

RECEIVED
JAN 30 1933
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon,

Attention: Mr. James McFarland.

Gentlemen:

Confirming oral coversation had with you the first part of this week relative to claims which were filed with this Bureau against Earl McNutt, and on which affidavits and notices have been sent to your department and the State Treasurer, please be advised that to date no settlement of these claims has been effected through this Bureau. We have negotiated with Earl McNutt and his attorney for settlement, but aside from a nominal offer which the men refused to take there has been no other offer of settlement made by the contractor.

Inasmuch as the claims were filed by a group of men who are somewhat widely scattered, we cannot be sure that there have not been individual settlements with some of them. However, a number of them have come into this office within the past few months and none of those had received any settlement directly from the contractor. Should any settlement be made or should the status of this matter be changed in any wise, we shall be glad to keep you informed of the same.

Very truly yours,

BUREAU OF LABOR

By Charles H. Elrey
Deputy Commissioner of Labor

CHE/GK

1476

January 28, 1933

Mr. S. H. Probert
Office

Dear Sir:

The records show the following claims on file against Contract 1327 awarded to Earl L. McNutt for the construction of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County:

6-7-32 W. J. Billick in the amount of $8192 against Tom & Art Demorest, subcontractors, for groceries and rent, filed through the office of the Secretary of State.

10-1-32 Claims for labor filed through the Bureau of Labor: Mott Bilork, $71.00; Gus Holmer, $64.61; Nels Erickson, $61.75; A. Sandberg, $71.75; Joe Milich, $71.25; Steve Burick, $73.50; M. C. Walsh, $68.91; Pete Jacobson, $71.75; Ed. Swanson, $69.50; Mr. Geo. Vulorovich, $70.25.

10-4-32 Paul Davich, $71.75 for labor

11-23-32 Thos. Jacobs, $51.44 against Smith & McKy, Subcontractors, for repairs to machinery.

The records also show that this project was 98% complete on December 15, 1932. At that time our retained percentage amounted to $6,900.49.

Please interview Mr. Devers in regard to this matter and follow his written instructions relative thereto, holding up such payments as are necessary to protect the State in accordance with Mr. Devers' advice.

Very truly yours

State Highway Engineer

[illegible]

cc J. M. Devers
H. G. Glaisyer

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

January 27, 1933

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
Office

Dear Sir:

The records show the following claims on file against Contract 1327 awarded to Earl L. McNutt for the construction of the Paradise Creek-Elkton section of the Umpqua Highway in Douglas County:

6-7-32 W. J. Billick in the amount of $8192 against Tom & Art Demerest, subc ontractors, for groceries and rent. Filed through the office of the Secretary of State

10-1-32 Claims for labor filed through the Bureau of Labor: Mott Bilork, $71.00; Gus Holmer, $64.61; Nels Erickson, $61.75; A. Sandber , $71.75; Joe Milich, $71.25; Steve Borick, $73.50; M. C. Balsn, $68.91; Pete Jacobsen, $71.75; Ed. Swanson, $69.50; Mr. Geo. Vulorovich, $70.25.

10-4-32 Paul Pavich, $71.75 for labor

11-23-32 Thos. Jacobs, $51.44 against Smith & McKy, Subcontractors, for repairs to machinery.

The records also show that this project was 98% complete on December 15, 1932. At that time our retain percentage amounted to $6,900.49.

I am told that the next payment to the contractor will be the semi-final payment. I am not definitely advised as to whether or not the above are all legitimate claims against the contract, neither am I advised if any of them have been settled.

Will you kindly advise me of your wishes with respect to these claims.

Yours very truly

H B Glaisyer

Secretary

HBG:j

FORM 3-A-1 6700 7500 12-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

142C

Jan. 26, 1933

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
JAN [illegible] 1933

NOTED
Engineer

R. H. Baldock
State Hwy. Engr.
Salem, Oregon.

ATTENTION: H.G. SMITH

Dear Sir:

In compliance with your letter of Jan. 24th, we have prepared two Extra Gang Maintenance Orders for the work done on the Scottsburg-Elkton Section by the Bridge Gang early this month.

I notice that the State Force Orders which you returned to me have been signed by yourself and Mr. Baldock. Would it not be possible for us to secure Federal Aid money to cover this work, if done State Force on the contract. Perhaps it will be necessary for Mr. Probert to recast the wording on these State Force Orders, On the possibility that you might be able to use these State Force Orders, I am returning them attached hereto.

Very truly yours,

E. A. Collier
Division Engr.

cc. R.H. Baldock

EAC:AE

FORM 5-A-1 8796 7500 12-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

142-G.

OREGON STATE HIGHWAY COMMISSION
SALEM

Jan. 25, 1933

NOTED
State Highway Engineer

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
JAN [illegible] 1933

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H.B. GLAISYER

Dear Sir:

Earl McNutt has requested an extension of time to Dec. 27th, 1932 on his contract No. 1327 - Paradise Creek-Elkton Section for grading on the Umpqua Highway. The completion date specified in the contract was Sept. 30, 1932. In September, an extension was granted to November 30th, 1932.

The sub-contractor, who was putting on the gravel topping for McNutt, was very slow and had a hard time, so that the job was not completed until December 27th.

The State was put to some extra expense for a Rock Checker on account of the delay in completing this job. I am willing to recommend an extension be granted to December 21st, without penalty, if this will aid in reaching a settlement with Mr. McNutt on his Final Estimate.

Very truly yours,

E. A. Collier
Division Engr.

R.H. Baldock
cc. ~~H.G. Glaisyer~~

EAC:AN

#1327

1426

January 24, 1933

Mr. Earl L. McNutt,
361½ East Boardway,
Eugene, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of January 23rd requesting an extension of time to December 27th, 1932, on your contract No. 1327 - Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County.

Please be advised that before your application can be accepted and acted upon by the State Highway Commission it will be necessary to have the written consent of your surety on the bond furnished in connection with the contract. Please secure the consent of surety and forward it to this office to accompany your application.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

cc to Collier.

MISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Jan. 21, 1933

IN REPLY PLEASE
REFER TO FILE NO.

Earl McNutt
Eugene, Oregon.

Dear Sir:

Your contract 1327 for grading the Paradise Creek-Elkton Section provided for a completion date of Sept. 30, 1932. At your request, the Commission has extended this time limit to Nov. 30, 1932. This work was not finished until Dec. 27th. Please request the Commission to extend the time limit to December 27th, and secure the consent of your surety for this further extension of time.

It is necessary to have this matter arranged before final payment can be made.

Very truly yours,

E. A. Collier
Division Engr.

cc. H.B. Glaisyer

RECEIVED
JAN 2[illegible] 1933
[illegible]

EAC:AW

OFFICE PHONE ATWATER 2055

F. J. KERNAN
GENERAL CONTRACTOR
ROAD BUILDING--DREDGING--BARGING
~~516 PORTER BUILDING~~
1250 Union Ave. North
PORTLAND, OREGON

January 21st, 1933.

Oregon State Highway Commission,
Salem, Oregon.

NOTED
State Highway Engineer

Gentlemen:-

Regarding the material 1/4 inch to dust that I am washing and stock piling for you on the Paradise Creek-Red Bridge Sect. of the Umpqua Highway which you expect to use for the sanding of the oil madadam.

This material has to be washed so as to take out all of the clay and dirt, for if either clay or dirt was left in it you would not be able to make a seal coat for the oil macadam surfacing. Should the clay be left in it would pick up.

According to your contract you call it a waste material. In order to get this material out so it would be suitable for the oil mat it is necessary to wash and grade it the same as any of the other stock pile material. It cost me just as much to put the 1/4 inch to dust out as it does any of the other sizes of the stock pile material and would appreciate very much if I could get paid for this material at the same price as the other stock pile material.

Yours very truly,

F. J. Kernan
F. J. Kernan

RECEIVED
JAN [illegible] 1933
OREGON
STATE HIGHWAY COMMISSION

Form 2

OMMISSIONERS
LIE M. SCOTT, CHAIRMAN, PORTLAND
ARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1429

January 5, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

With regard to Paradise Creek-Elkton semi-final.

Please delay submission of this final pending decision as to classification. It is necessary for me to make a trip to Eastern Oregon before making this reclassification.

In the meantime measure and include extra width such as in pocket where material was used for topping and in other places where benefit accrued by reason of extra width on fills, etc.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock ✓

Form 30-3165-5M-2-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Jan. 1st. 1933, 193

Job name Paradise Creek - Elkton

Week from Dec. 25th. to 31st.

Mail address Elkton, Oregon.

Highway Umpqua

Telegraph or telephone address Elkton, Phone 185

County Douglas Job prefix 10 P V

Express and freight address Elkton, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor completed putting out the last of the gravel Dec. 27th. and began moving out the machinery from the plant.

Completed the final estimate figuring the total number of yards and yard mile haul.

RECEIVED
JAN 5 - 1933
OREGON STATE HIGHWAY COM.

NOTED
H. O. SMITH

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday	Showers	Showers
Monday	Fair	Cloudy
Tuesday	Cloudy	Rain
Wednesday	Showers	Showers
Thursday	"	"
Friday	Bright	Cloudy
Saturday	Showers	Rain

RECEIVED
JAN 5 - 1933
OFFICE OF CONSTRUCTION ENGINEER

NOTED

Signed H. E. Roberts

Title Res. Engr.

To Estimate / [illegible] /

GRADING CONSTRUCTION

Total miles of grading in project 8.02
Miles completed 8.02
Miles completed except finishing None
Total cubic yards in project 239,000
Cubic yards moved to date 239,000
Miles covered by contractor's forces 8.02
Miles cross-sectioned 8.02
Miles cross-sections completed and checked 8.02
Miles to be measured None
Number men in Engineering Party None
Contractor's average force for week None men,
xxxxxxx teams, xxxxxx steam shovels
Grading work will be completed about Sept. 15th. 1932

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 5.92
Miles completed 5.92
Miles partially done None
Total cubic yards in project 15,491
Cubic yards produced to date 15,491
Average daily yardage produced this week xxxxxxx
Average daily yardage necessary to complete on time xxxxxxxx
Contractor's average force for week xxxxxx men,
xxxxxxxxx teams, xxxxx trucks
Project will be completed about Dec. 27th. 1932
Number of men in Engineering Party 1

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed
Miles of preliminary staked
Miles of location staked
Per cent of field work complete
Per cent of office work complete
Number of days worked on this project
Number of men in party
Salary expense this week
All other expense this week
Previous total expenditure this survey
Total expenditure including this week
Survey will be completed about
Completed survey will cost about
Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project
Miles paving completed
Total square yards in project
Square yards completed to date
Average daily square yards this week
Miles shoulders completed both sides
Contractor's average force for week men,
teams, trucks
Job will be completed about
Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 10 P Y Percentage 20
2. 10 P X Percentage 30
3. 10 P W Percentage 30
4. 10 V A Percentage 20

OFFICE PHONE ATWATER 2055

F. J. KERNAN
GENERAL CONTRACTOR
ROAD BUILDING—DREDGING—BARGING
~~818 PORTER BUILDING~~
1280 Union Ave. North
PORTLAND, OREGON

Surfacing

December 27, 1932.

Mr. R. H. Baldock, State Highway Engineer,
Oregon State Highway,
Sakem, Oregon.

Dear Sir:-

On account of the rain and the cold weather since my agreement with you regarding the bunkers on the Paradise Creek-Red Bridge Sec. of the Umpqua Highway, in which I agreed to a deduction of $1,500.00 from the first money earned, wish to request that you wait until I get a fair estimate before making this $1500.00 deduction.

Have had a lot of trouble with this setup and it has cost me a lot of money to get it in shape so far and from the way things are working out it looks as if it was going to cost me a lot more, before I can get things going as they should.

Would appreciate you letting this deduction ride over until things get to going as they should.

Yours very truly,

F. J. Kernan
F. J. Kernan

Deduction was held over from Estimate No. 1 But was made on Estimate No. 2.
Gml

RECEIVED
DEC 28 1932

1 5063 6M 6-32

COMMISSIONERS
SLIE M. SCOTT, CHAIRMAN, PORTLAND
ARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1427

December 23, 1932

IN REPLY PLEASE REFER TO FILE NO.

DEC 27 1932

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

Earl McNutt called me up and wanted to go over the classification on his Paradise-Elkton grading job before the semi-final was made up. He asked that I bring the cross sectionsheets down next Tuesday, if the weather was at all favorable. I am trying to get H. G. Smith on the phone, and would like to have one, or both, of you down at the same time, so that the entire matter can be investigated at that time. I understand that Mr. Klein will assist Mr. McNutt in seeking their adjustment of classification.

I have just completed a summary of the cost of this job to the State, had McNutt's bid been rejected and the next best bidder's offer accepted, and this shows that, with the semi-final quantities, McNutt would still be the best contractor for us on the East Unit by about $900 and on the West Unit by about $15,000.

Our cost keeping records of this job indicated that McNutt has a profit of $5,000.

In case I have not reached Mr. Smith before he reads this letter, I would like to be called up not later than Monday.

Very truly yours

E. A. COLLIER
Division Engineer

cc R. H. Baldock

EAC:VR

FORM [illegible]
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

142 G.

OREGON STATE HIGHWAY COMMISSION
SALEM

December 21, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer
Office.

Attention: Mr. H. G. Smith.

Dear Sir:

I am handing you today the semi-final estimate in part for the Paradise Creek-Elkton grading contract in compliance with your letter of recent date. The final records consist of the following:

1 book of remeasure notes
1 " " cross section notes
1 " " level notes
1 " " culv., drain tile, ditch notes, etc. (East Unit)
1 " " " " " " " " (West Unit)
1 " " transit notes
1 " " earthwork sheets and mass computations (East Unit)
1 " " " " " " " (West Unit)
1 " " calculations on 5'x6' and 6'x6' box culverts
1 " " platted cross sections (East Unit)
1 " " " " " (West Unit)
1 mass roll (East Unit)
1 " " (West Unit)
1 tracing of profile, exc., dist. etc. (East Unit)
1 " " " " " " (West Unit)
1 book of platted cross sec. of stock-piles, exc. on box culv.
2 rolls (hard copy map)
1 book of box culvert notes
1 " " stock-pile notes
42 books of gravel topping
1 book of detour surfacing
1 summary of gravel books

The hard copy map for the west section is not enclosed herewith but will be submitted when the finals are sent in for the Scottsburg-Paradise Creek gravel surfacing job. The transit notes on the extra clearing around the slide at Station 794 will be found on page 69 of the book of transit notes and are platted on the hard copy map enclosed herewith.

There still remains to complete this job about 200 yards of gravel topping which the contractor hopes to get out in the next few days. We are retaining all gravel books pertaining to filler and to

December 21, 1932.

Mr. R. H. Baldock - Page 2.

over-size placed on the road.

The stock pile on the right of way at Station 742 is not completed. The records for these uncompleted sections will be sent in as soon as the job is finished, but in the meantime the bulk of the computations may be checked.

Yours very truly,

E. A. COLLIER
Division Engineer.

EAC:ZR

cc Mr. J. W. McCallister
Mr. R. H. Baldock

FORM S-A-1 8693 5M 9-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

K 142 —

December 15, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

You may submit the final records for the Paradise Creek-Elkton Grading and Gravel Topping now with a letter to Mr. McAllister explaining that the remaining gravel books will be sent as soon as the job is finished.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

NOTED
Highway Engineer

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

Form 238—4M—10-32

O[illegible]GO[illegible] STATE HIGHWAY COMMISS[illegible]N

FIELD ENGINEER'S WEEKLY REPORT

Federal Aid Emergency Project

For Week Ending Dec. 10th. 1932, 19

Section Paradise Creek - Red Bridge

Kind of work Grading and Surfacing

Highway Umpqua

Section prefix 10 P X 142 Dd

Contractor F. J. Kernan

Contract number 1412

Date of contract Sept. 28th. 1932, 193

Date of completion May 31st. 1932, 193

Date work started Oct. 10th. 1932, 193

Estimated date of completion May 31st. 1932, 193

Amount of contract $ 40,555.00

Per cent of time elapsed 29.5 % %

Estimated cost of completed project, exclusive of engineering $ 40,555.00

Per cent of contract completed, based on total contract price 5.7% %

Engineering costs to date $ 487.00, 1.2 %. *Date project was completed* , 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, changes in personnel of party, etc.:

Gravel plant has run fairly steady this week, being delayed the latter part of the week by cold weather.

Could not get a good separation on the oil rock and have been hauling it on the road since Monday noon. Kernan brought in a man to work on the screen .

Put on the base between the tunnel and crossing No. 2 and moved to the fields west of Elkton. While the ground is frozen the contractor is able to blade the road by ripping the top and blading off the chunks which make a small berm.

Contractor is trying to make arrangements to get a small shovel on the job to remove the slides on the Paradise grade.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	12.41	12.41			
Miles partially completed	xxxxxx	1.80			
Miles completed	xxxxx	xxxxx			
Total estimated quantities	10,000	33,000			
Estimated quantities moved or placed to date	960	1,920			
Average daily quantities	xxxxx	237			
Average daily quantities necessary to complete project on time	66	214			
Number shifts per day	xxxxxxx	1			
Hours per shift	xxxxxxxxx	8 (two shifts per week)			
Average force on project for week	xxxxxxxxx	25			

Percentages of men employed on contract to be secured from:

Douglas County, 51 %; Coos County, 49 %; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	Douglas COUNTY	Coos COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	5	6					
Men and teams	1					7	18
Men and trucks under 3 tons	2						1
Men and trucks over 3 tons							2
Men and tractors						3	3
						1	1
							25

Equipment used during week: Shovels 1, Power Graders 1, Rollers 1, Mixers ...., Crushing or screening plants 1,

Compressors ...., Bull dozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy	Bright	
Monday	Fair	Fair	
Tuesday	Cloudy	Fair	
Wednesday	Rain	Rain	
Thursday	Bright and Cold		
Friday	" "	"	
Saturday	" "	"	

M S-A-1 5683 5M 9-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1429

OREGON STATE HIGHWAY COMMISSION

SALEM

December 10, 1932

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
DEC 12 1932
OREGON
STATE HIGHWAY COMMISSION

NOTED

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

Glenn Roberts has completed all final records for McNutt's Paradise Creek-Elkton Grading Job with the single exception of approximately 1,000 yards of gravel topping, which has not been placed. If McCallister would care to have the records of this job to check, I can have them sent in at once and the last two or three books of gravel topping could be sent when the work is finished, probably within the next ten days.

Attached hereto you will find three copies of costs on the Paradise Creek-Elkton Section, Contract #1327. Ray Webber has also attached an explanation of his system, which shows how he kept his costs, the contractor's methods, the equipment rental rates etc. You will note he shows a profit on the East Unit of $5771.65 and a loss on the West Unit of $1107.88, or a net profit on the job of $4663.77. In addition to this, he figures 600 600 cords of wood sold at 75¢ equals $450, and that there was a net loss on the operation of McNutt's cabins of $77.12. The net profit from these two items added to that given above would show a total profit of $5036.65.

These costs do not include the gravel surfacing which was subcontracted and will not show a loss.

Webber writes that some time ago McNutt asked him if he could have a copy of these costs, and Webber has enclosed an extra copy for McNutt, if you see fit to send it to him. Should you desire further information, please advise me and I will have Webber work it up.

Very truly yours

E. A. COLLIER
Division Engineer

encls
cc R. H. Baldock

EAC:VR

WEST UNIT

COSTS

12-3-32

PARADISE CREEK —ELKTON SECTION

Umpqua Highway Contract No. 1327

Earl L. McNutt Contractor

	Cost	Quantity	Unit Cost	Unit Bid Price	Gross Amt. Earned
Clear and Grubb	3276.60	All		5550.00	5550.00
12" Conc. Pipe	597.31	648 Ft.	0.922	0.90	583.20
18" " "	954.29	507 "	1.882	1.95	988.65
24" " "	331.57	132 "	2.512	2.00	264.00
30" " "	512.02	126 "	4.064	4.50	567.00
12" Corr. Iron Pipe	220.47	242 "	0.911	0.90	217.80
18" " " "	31.67	20 "	1.584	1.60	32.00
24" " " "	84.43	42" "	2.010	2.10	88.20
8" Porous D. T.	966.41	3172 "	0.305	0.40	1268.80
9" Perf. D. T.	429.45	536 "	0.801	0.90	482.40
Rock Backfill	370.43	495.9 c. y.	0.747	0.60	297.54
Extra Clearing	94.02	0.40 Acres	235.050	300.00	120.00
EXCAVATION					
601 50 606 00	180.69	313.4 c. y.	0.577		100.29
606 00 639 00	555.91	2639.1 "	0.210		845.93
639 00 651 15	193.63	411.0 "	0.471		131.52
651 15 658 60	2613.50	8646.0 "	0.302		1321.61
658 60 663 30	5934.46	11357.0 "	0.523		2254.36
663 30 670 00	3385.07	6649,9 "	0.509		1073.26
670 00 700 50	1111.73	3200.3 "	0.347		1090.76
700 50 717 00	3179.18	10031.2 "	0.317		2965.45
717 00 724 00	1240.89	4329.6 "	0.287		1231.92
724 00 737 50	2088.55	11041.8 "	0.189		2946.41
737 50 743 00	655.00	2058.8 "	0.318		668.82

(cont'd)

WEST UNIT (cont'd) C O S T S 12-3-32

PARADISE CREEK ---- ELKTON SECTION

Umpqua Highway Contract No. 1327

Earl L. McNutt Contractor

		Cost	Quantity		Unit Cost	Unit Bid Price	Gross Amt. Earned
743 00	760 00	281.18	1465.5	c. y.	0.192		477.34
767 00	773 00	1045.40	6549.4	"	0.160		2168.79
773 00	782 50	1277.25	5202.2	"	0.246		495.61
782 50	788 75	2515.86	11036.9	"	0.228		2771.71
788 75	794 40	7094.08	21933.1	"	0.323		6458.08
794 40	804 40	6724.96	36367.2	"	0.185		8041.73
Structure Excav.		373.87	1250.8	"	0.299		810.92

Total Cost

Labor and Insurance	18415.44
Material	3066.99
Equip. Rental, Supplies, Bond, Misc.	26837.56
Total	48319.85

Total Cost	48319.85
Gross Amt. Earned	47211.97
Net Loss	1107.88

REMARKS:

The costs on the cuts from station 601 50 to station 639 00 should be combined, as I believe my distributionof labor, equip.,etc. to be in error as to these individual cuts. Structure excavation was in most cases sub-contracted on a yardage basis, The costs on excavation include all hauling and the gross amount earned includes haul.

These costs are based on the simi-final estimate.

Ray Webber

EAST UNIT COSTS 12-2-32

PARADISE CREEK —— ELKTON

Umpqua Highway Contract No. 1327

Earl L. McNutt Contractor

	Cost	Quantity	Unit Cost	Unit Bid Price	Gross Amt. Earned
Clear & Grubb	2921.49	All		4975.00	4975.00
12" Conc Pipe	687.23	735 Ft.	0.935	0.90	661.50
18" " "	871.39	432 "	2.017	1.95	842.40
24"v " "	346.65	138 "	2.512	2.60	358.80
30" " "	549.14	135 "	4.068	4.50	607.50
36" " "	1220.25	192 "	6.355	6.50	1248.00
48" " "	1209.34	132 "	9.162	9.25	1221.00
Class "A" Conc.	1469.57	78.77 c. y.	18.655	20.00	1575.40
Rnfg. Steel	612.08	9569 Lbs.	0.064	0.06	574.14
8" Porous D. T.	681.69	2529 Ft.	0.270	0.40	1011.60
Rock Backfill	338.69	407.0 c. y.	0.832	0.60	244.20
Rip Rap	47.93	38.1 "	1.258	2.00	76.20
EXCAVATION					
804 40 811 00	1467.73	6717.5 "	0.218		1669.93
823 00 829 50	1637.60	6711.0 "	0.244		1755.07
829 50 843 50	488.70	2764.6 "	0.177		668.01
843 50 850 00	501.14	3134.5 "	0.160		753.79
850 00 853 50	880.35	4748.9 "	0.185		1140.67
853 50 863 00	1740.29	10298.0 "	0.169		2085.43
863 00 870 00	1664.16	8621.7 "	0.193		1607.37
870 00 887 25	1623.86	10209.8 "	0.159		2205.25
887 25 904 00	873.10	4076.1 "	0.214		940.75
905 00 909 70	768.46	3137.7 "	0.245		773.05
909 70 917 00	1198.80	6198.8 "	0.193		1483.96

(cont'd.)

12-3-32

EAST UNIT (cont'd) COSTS

PARADISE CREEK ------- ELKTON

Umpqua Highway Contract No. 1327

Earl L. McNutt Contractor

EXCAVATION (cont'd)	Cost	Quantity	Unit Cost	Unit Bid Price	Gross Amt. Earned
917 00 927 00	1492.28	6774.0 c.y.	0.220		1694.06
927 00 937 00	187.75	1393.1 "	0.135		351.48
937 00 953 00	131.90	1150.1 "	0.115		282.60
953 00 961 00	240.12	513.1 "	0.468		168.74
963 00 971 00	984.12	5338.2 "	0.185		1370.85
971 00 987 00	176.86	1264.1 "	0.140		307.70
987 00 992 00	323.29	1313.2 "	0.246		331.82
992 00 995 50	343.18	1078.8 "	0.225		258.91
995 50 1000 00	159.20	1134.0 "	0.140		272.70
1000 00 1013 50	944.57	4929.5 "	0.192		1289.39
1013 50 1025 00	143.13	786.1 "	0.182		186.66
Borrow pit @ 788	218.03				
" " " 816	36.40	139.5 "	0.261		33.48
Structure Exc.	602.82	2202.8 "	0.289		427.39

Total Cost

Labor and Insurance	8588.74	Gross Amt. Earned	35454.82
Material	6258.17	Total Cost	29683.17
Equip. Rental, Supplies, Bond, Misc.	14836.26	Net Profit	5771.65
Total	29683.17		

REMARKS:

Structure excavation was in most cases sub-contracted on a yardage basis. The cut between stations 905 00 and 909 70 was excavated beyond slope stakes, which accounts for the small profit on this cut. The channel change is included in the cost of the cut between stations 953 00 and 961 00 which accounts for the high unit cost here. The costs on excavation include all hauling and the gross amount earned includes haul.

These costs are based on the simi-final estimate.

Ray Webber

EAST and WEST UNITS COSTS 12-3- 32

PARADISE CREEK --- ELKTON SECTION

Umpqua Highway Contract No. 1327

Earl L. McNutt Contractor

The following classification list is the same as was used in making out the December estimate:

651 50	652 00	100	%	common			
652 00	655 75	60	%	"	40	%	Solid Rock
655 75	657 00	70	%	"	30	%	"
657 00	658 00	50	%	"	50	%	"
658 00	659 50	25	%	"	75	%	"
659 50	661 50				100	%	"
661 50	663 50	20	%	"	80	%	"
663 50	665 50	40	%	"	60	%	"
665 50	669 00	20	%	"	80	%	"
669 00	704 00	100	%	"			
704 00	708 50	75	%	"	25%		"
708 50	711 50	85	%	"	15	%	"
711 50	720 50	90	%	"	10	%	"
720 50	721 00	25	%.	"	75	%	"
721 00	725 50	90	%	"	10	%	"
725 50	727 00	50	%	"	50	%	"
727 00	728 50	95	%	"	5	%	"
728 50	731 00	90	%	"	10	%	"
731 00	732 00	25	%	"	75	%	"
732 00	733 50	70	%	"	30	%	"
733 50	735 00	95	%	"	5	%	"
735 00	772 15	100	%	"			
772 15	782 00	25	%	"	75	%	"
782 00	784 50	100	%	"			
784 50	785 50	25	%	"	75	%	"
785 50	787 00	60	%	"	40	%	"
787 00	787 50	80	%	"	20	%	"
787 50	788 50	100	%	"			
788 50	790 25	75	%	"	25	%	"
790 25	792 00	80	%	"	20	%	"
792 00	804 40	70	%	"	30	%	"
804 40	854 00	100	%	"			
854 00	855 50	85	%	"	15	%	"
855 50	857 50	70	%	"	30	%	"
857 50	858 50	85	%	"	15	%	"
858 50	862 00	100	%	"			
862 00	867 00	70	%		30	%	"
867 00	870 50	95	%	"	5	%	"
870 50	872 50	80	%	"	20	%	"
872 50	875 50	90	%	"	10	%	"
875 50	882 50	95	%	"	5	%	"
882 50	886 00	85	%	"	15	%	%
886 00	895 10	100	%	"			
895 10	901 15	85	%	"	15	%	"
901 15	909 70	100	%	"			
909 70	916 00	90	%	"	10	%	"
916 00	1025 00	100	%	"			

NOTE: From station 789 50 to station 795 55 there is a ledge of solid rock which is not included in this list, also part of the cut from station 795 00 to station 797 00 is classified as 50 % common and 50 % solid rock.

Ray Webber

12-5-32

EXPLANATION of COST KEEPING SYSTEM

on

PARADISE CREEK --------------------- ELKTON SECTION

Umpqua Highway Contract No. 1327

Earl L. McNutt Contractor

GENERAL INFORMATION

A trip was made over the work in most cases at least two times a day. Most of the time the entire day was spent just going over the job.

These costs do not include the cook house which was operated by the contractor.

Invoices were taken from the contractors files and distributed on the standard ledger sheets accompanying these costs.

Equipment, materials, etc. used by the sub-contractors were in most cases charged to them and deducted from their earnings when their contract was finished.

It will be noted that in the time books there are some items not checked off pertaining to culvert and drain tile excavation, these are charged to the subcontractor who laid the culverts.

The system used throughout is as follows:

(1) Both units were divided into eleven sections, being designated as "A", "B", "C" etc.

(2) All cuts [illegible] were given a number with the number being some station within it.

(3) All contract items were given a number as, 1-2-3- etc., with the exception of excavation, overhaul and truckhaul, which is explained under " ROAD EXCAVATION "

NOTE:

For an example in applying the above, refer to the time books. Costs include freight, etc. on equipment to the job but not from the job.

CLEARING and GRUBBING (Item No. 1)

(1) General

This was all sub-contracted by the contractor. Information as to costs was obtained from copies of the sub-contractor's contracts and from the contractor's superintendent.

(2) Powder, Caps, Fuse, etc.

The amount of powder, etc. used, was obtained by questioning the workmen. This applies to the blasting done by the contractor and not the sub-contractors.

STRUCTURE EXCAVATION (Item No. 3)

Except in a few cases, structure excavation was sub-contracted. costs on this item were obtained from the contractor's superintendent where sub-contracted. The few other cases mentioned were obtained from the time cards turned in by the workmen working for the contractor.

ROAD EXCAVATION (Carried in two green composition books)

(1) Labor

This item was taken from the time cards made out by the workmen and turned in each day. It is found distributed daily in the two green composition books accompanying these costs.

(2) Gasoline and Oil

This item was carried as an approximate amount until such a time as a check up could be made at which time all approximate amounts were corrected by proportion to equal the total obtained from the contractor's invoices.

(3) Equipment

a. Length of shifts

1 shift 10 hours
1½ " " " to 18 hours
2 " over 18 hours

b. Rental Rates

1½ cubic yard gas shovel, per mo.	$750.00	per mo.
65 h.p. caterpiller with scraper and ripper	$600.00	"
60 " " " " " "	$500.00	"
Fordson compressor outfit	$100.00	"
Schramm air compressor,(240 cubic foot)	$200.00	"
Ford dump trucks 1 shift	$ 75.00	"
" " " 2 shifts	$125.00	"
" pickups, etc.	$ 50.00	"
Horses (with feed, harness, etc.) each	$ 1.25	per day
Supply house (for safe keeping of supplies)	$ 25.00	" mo.

c. Tires, Repairs, etc.

Tires etc. bought on this job are charged to the job. All repairs made on the job are charged to the job, with the exception of part of a few items; as it was thought fair not to charge the entire bill to this job. Distribution of these items are to be found on the standard ledger sheets accompanying these costs.

d. Overhauling

At the start of the job considerable overhauling was done.

(cont'd)

d. Overhauling (cont'd)

This is carried as a dead item and is not charged to this job. These items are entered on the standard ledger sheets accompanying these costs.

e. Distribution

Equipment is distributed daily in two green composition books accompanying these costs, for the road excavation, (equipment not working but setting on the job is found distributed weekly on the standard ledger sheets). In regard to equipment moving from one cut to another, it has been the aim to charge this in such a way as to make it fair to the cuts in question, in the case of the caterpillers considerable moving was done to widley separated cuts and them later to move back again to the original cut.

(4) Powder, Caps, Fuse, etc.

The quantity of powder, etc. used was obtained from the man loading and later verified by the contractor's superintendent.

CULVERTS (Items 6-7-8-9-10-11-12-13-14-17-18-)

The concrete pipe used on this job was hauled from Eugene by the contractor and charged directly to the size of pipe hauled each time, except on one occasion when pipe was hauled night and day in order to use the tunnel before it was closed for paving. This part of the culvert haul is proportioned to that part of the culverts that was thought best.

Corrugated metal pipe culverts were prepaid to the job.

CLASS "A" CONCRETE and REINF. STEEL (Items 15-16)

Class "A" concrete and reinf. steel was sub-contracted.

RIPRAP (Item 20)

Rip-rap was placed by the contractor with his regular crew.

Ray Webber

FORM S-A-1 8085 5M 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

142 G.

November 28, 1932

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

ATTENTION: H. G. Smith

Dear Sir:

Attached hereto you will find 5 copies of Price Agreement, covering the furnishing of drain tile and 18" culvert pipe at McNutt's camp on the Umpqua Highway.

In our contract with Kernan for surfacing Paradise-Red Bridge, we agreed to furnish the drain tile at McNutt's camp. McNutt also has the 18" culvert pipe left over on the job , and I am certain that we will need this pipe on this job within the next year or two, either to replace or extend some of the culverts or in the construction of a new culvert.

Very truly yours

E. A. COLLIER
Division Engineer

5
encls

EAC:VR

cc R. H. Baldock

NOV 29 1932

A1327

OR 142 W

November 23, 1932

Mr. Thomas Jacobs
Reedsport
Oregon

Dear Sir:

Reference is made to your claim against Smith and McKy, subcontractors on highway work at Elkton.

An inspection of our records reveals that Smith and McKy are subcontractors under Earl L. McNutt to whom the State Highway Commission awarded the contract for the construction of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County, contract #1327.

In connection with this contract Mr. McNutt was required to furnish the State with a surety bond for the protection of claims incurred against the project -- whether incurred by Mr. McNutt himself, or his subcontractors or agents. We offer this bond to you for the protection of your claim and suggest, in the event that you do not secure settlement from Smith and McKy, to take the matter up with Mr. McNutt and his surety. In this instance the surety is American Surety Company of New York and W. J. Lyons is the resident agent, Yeon Building, Portland. Would also suggest that you file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed.

The Oregon laws require that all contractors on state highway work shall furnish the State with a surety bond for the protection of claims; therefore, if you have claims against other contractors and fail to secure satisfaction from them, you should file notice of your claims with the Secretary of State and take the matter up with the bonding company. You will note, in reading the copy of the law, that claims should be filed with the Secretary of State prior to the expiration of six months from the date of completion of the project in connection with which the bill is incurred.

Very truly yours,

Secretary

HBG:AJ

RECEIVED
NOV 23 1932
OREGON
STATE HIGHWAY COMMISSION

Reedsport, Ore.
Nov. 22, 1932

State Highway Commission
Salem, Oregon

Dear Sirs:

I would like to get some information regarding the credit of Smith & and Mc Ky, sub-contractors at Elkton, Oregon. I have done some work repairing their gravel machinery to which a bill comes to $51.44.

I would like to know how I can be protected in a case like this or on anyyother road companys bills. Hoping to hear from you on this matter, I remain

Yours truly,

Thomas Jacobs

FORM E-A-1 5488 2000 8-30

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1426

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
OCT 28 1932
OREGON
STATE HIGHWAY COMMISSION

IN REPLY PLEASE
REFER TO FILE NO.

October 27, 1932

NOTED
Chief Highway Engineer

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

Attached hereto you will find price agreement, signed by Earl L. McNutt, covering hauling oversize gravel from the Bunch dry bar and stockpiling near Station 742.

The contract, #1327, provides that the state will furnish the Bunch Bar, opposite station 742, and that, if the contractor secured material from other sources, it will be at his own expense; however, it was our tho't and that of the contractors that there was ample gravel on the Bunch Bar. This bar has been exhausted, and we still lack 4,000 yards of screened gravel under the contract. The contract price is a very reasonable one, and I am anxious to secure the full amount of gravel. The contractor felt he should not be put to the added expense of moving to another pit and paying royalty thereon, but he finally agreed to move to the other bar, called the Bunch Dry Bar, which is about one mile south of the Bunch River Bar. The moving of the plant and building and maintaining the hauling road would be at his own expense, but the state was to take not less than 4,000 cubic yards of screened gravel from the dry bar and to pay the royalty thereon to Mr. Bunch, and we agreed to take the oversize gravel, estimated at 2,000 yards and to be placed in stockpile near Station 742 at bid price of 25 cents, and to pay the contractor 10 cents per yard mile for the hauling of this oversize gravel. I believe this is a fair agreement, and recommend that it be approved. I have talked this over with Mr. Baldock within the last two or three days, and it meets with his approval.

You will also find attached price agreement, covering the furnishing of sand filler on the same contract. This is not included in the contract, and we can use this material to good advantage.

Very truly yours

E. A. COLLIER
Division Engineer

encls
cc R. H. Baldock
EAC:VR

FORM S-A-1 5483 3000 8-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

142

October 18, 1932

IN REPLY PLEASE
REFER TO FILE NO.

Earl L. McNutt
Contractor
Eugene, Oregon

Dear Sir:

Attached hereto you will find two sets of price agreements.

The first covers sand filler. We already have an agreement covering sand in stockpile for 20¢ per cubic yard, and this price agreement has been made for 20¢ per yard truck measure, plus 15¢ per yard mile truck haul on the West Unit and 10¢ per yard mile truck haul on the East Unit, which are your bid prices for hauling. As you know this sand was a waste product, and, unless there is excess sand in the Bunch dry bar, no more of this will be available; in case there is excess sand there, we will be able to use at least part of it to good advantage on the surfacing. I understand about 370 yards of sand have already been hauled on the West Unit, and the prices above stated were agreed to by Mr. Smith before starting the sand haul.

The second price agreement covers screened gravel and oversize gravel hauled from the Bunch dry bar. The unit price for screened gravel is the same as contract, and the state agrees to take not less than 4,000 yards. The oversize is to be hauled to our present oversize stockpile and piled near there in a pile not higher than the present one. For this you are to receive your bid price of 25¢ per cubic yard, plus haul at 10¢ per yard mile for the distance from your bunkers to the stockpile. Your sub-contractors are to construct and maintain the hauling road and move the plant at their own expense.

I have recommended that the state furnish this gravel bar without cost, and this price agreement is so written up. I have not, however, secured Mr. Baldock's agreement to this yet, but trust that I may be able to do so.

Very truly yours

cc
R. H. Baldock ✓
H. G. Smith
Glenn Roberts

E. A. COLLIER
Division Engineer

NOTED
State Highway Engineer

encls

EAC:VR

October 15, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimates as basis for project agreement covering the Paradise Creek-Elkton Section, Emergency Construction Project No. E-142-C.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.

Encl.

Oregon State Highway Department

Emergency Construction
Project No. E-148-C

PARADISE CREEK-ELKTON SECTION OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 12, 1932.

Completed Work:

Statement of completed work to be supplied upon payment of final voucher.

Surfacing:

0.5	Acres	Clearing and Grubbing	$100.00	$ 50.00
1,000	Cu. Yds.	Excavation	0.35	350.00
800	Yd.Sta.	Overhaul	0.05	40.00
300	Yd. Mi.	Truck Haul	0.20	60.00
20	Lin. Ft.	12" Concrete Pipe	1.25	25.00
200	Lin. Ft.	6" Porous Drain Tile	0.45	90.00
40	Lin. Ft.	Gravel Backfill	0.90	36.00
12,000	Cu. Yds.	Screened Gravel Surfacing	1.00	12,000.00
1,800	Cu. Yds.	Filler	0.30	540.00
2,700	Yd. Mi.	Hauling Filler	0.20	540.00
260	M-Gal.	Sprinkling	1.75	455.00
			Sub-total	$ 14,186.00
			10% Engr. & Cont.	1,418.60
			Total	$ 15,604.60

Length of Roadway 7.983 miles
Cost per mile $1,954.72

Regular Federal Aid Funds Requested	$4,681.38	(30%)
Emergency Constr. Hwy. Funds Requested	10,923.22	
	$15,604.60	

State Funds for Construction: Chap. 173, Laws 1917; Chap. 31, Laws 1920
State Funds for Maintenance: Chap. 41, Laws 1927

FORM S-A-1 5435 3000 5-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

October 15, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. D. Lytle,
Division Engineer,
Bend, Oregon.

Dear Sir:

I note the carbon copy of your letter to George H. Sethman regarding the contractor working 8 hours per day for three days per week and then changing shifts.

I can find nothing in the specifications which prohibit this method of working as the only restriction is that the laborer shall not work more than 30 hours in any one week, consequently if he was working two shifts for 24 hours per week it would seem perfectly proper.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H ✓

NOTED
State Highway Engineer

#1327

142G.

October 13, 1932

American Surety Company,
% W. J. Lyons,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed you will find copy of notice of claim filed with the Secretary of State by Paul Davich against Earl L. McNutt in connection with State Highway Contract No. 1327 - grading of Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County.

The claim is in the sum of $71.75 and is for work and labor performed on the above described project.

This information is given you as you are the surety on the contractor's bond.

Very truly yours,

Secretary

AJ

cc Earl L. McNutt
351½ E. Broadway
Eugene

October 13, 1932

Hal E. Hoss, Secretary of State,
Salem,
Oregon.

Dear Sir:

Receipt is acknowledged of your letter of October 11, enclosing copies of notice of claim filed by Paul Davich against Earl L. McNutt in connection with State Highway Contract No. 1327 - grading of Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County.

We are today sending copies of the notice to the contractor and his surety.

Very truly yours,

Secretary

AJ

al E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
OCT 12 1932
OREGON
STATE HIGHWAY COMMISSION

October 11, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from the Bureau of Labor and filed as of this date, a notice of claim by Paul Davich for labor performed in the sum of $71.75 against the bond taken from Earl L. McNutt, principal, and American Surety Company of New York, surety, for work on the Paradise Creek Section of the Umpqua Highway in Douglas County.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

Portland, Oregon,

May 11, 1932.

Secretary of State,
Salem, Oregon.

American Surety Company of New York,
c/o W. J. Lyons,
Yeon Bldg.,
Portland, Oregon.
Dear Sirs:

Notice is hereby given that the undersigned, Paul Davich, has a claim for wages in the sum of $71.75 against the bond taken by Earl L. McNutt contractor as principal, and the AMERICAN SURETY COMPANY OF NEW YORK, as surety for work, labor and services performed clearing right of way between state 776+00 and Station 799+00 on that certain certain state highway project known as the Umpqua Highway, Paradise Creek Section, near Elkton in Douglas County, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of March 22nd and April 28th, 1932.

Very truly yours,

PAUL DAVICH

COPY

Portland, Oregon,

May 11, 1932.

Secretary of State,
Salem, Oregon.

American Surety Company of New York,
c/o W. J. Lyons,
Yeon Bldg.,
Portland, Oregon.
Dear Sirs:

Notice is hereby given that the undersigned, Paul Davich, has a claim for wages in the sum of $71.75 against the bond taken by Earl L. McNutt contractor as principal, and the AMERICAN SURETY COMPANY OF NEW YORK, as surety for work, labor and services performed clearing right of way between state 776+00 and Station 799+00 on that certain certain state highway project known as the Umpqua Highway, Paradise Creek Section, near Elkton in Douglas County, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of March 22nd and April 28th, 1932.

Very truly yours,

PAUL DAVICH

Endorsed: File No. 2132
Filed October 11, 1932
HAL E. HOSS,
Secretary of State.

#1327

Douglas Co

142 90

October 11, 1932

American Surety Company of New York,
% W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

We are informed that Paul Davish has a claim against Earl L. McNutt, in connection with State Highway Contract No. 1327 which was awarded to him for the grading of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County.

The claim is in the sum of $71.75 and is for work performed at the special instance and request of the contractor.

This notice is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ

cc Earl L. McNutt,
351½ E. Broadway,
Eugene

October 11, 1932

Bureau of Labor,
101 Courthouse,
Portland, Oregon.

Gentlemen:

Your letter of yesterday, informing us that Paul Davich has a claim in the sum of $71.75 against Earl L. McNutt in connection with State Highway Contract No. 1527 - grading of Paradise Creek-Elkton Section of the Umpqua Highway, has been received.

The contractor and his surety are being notified regarding the existence of the above mentioned claim.

Very truly yours,

Secretary

AJ

CHAS. H. ELREY
ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

BRANCH OFFICE
101 COURTHOUSE
PORTLAND, OREGON

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM
COMMISSIONER
CAPITOL BUILDING
SALEM, OREGON

O. D. MATTHEWS, DEPUTY
324 N. SIXTH STREET
KLAMATH FALLS, OREGON

FRED O. SMALL, ATTORNEY
MELHASE BUILDING
KLAMATH FALLS, OREGON

Portland, Oregon,

October 10, 1932.

State Highway Commission,
State House,
Salem, Oregon.

Gentlemen:

Enclosed you will find affidavit of Paul Davich who has a claim in the sum of $71.75 against Earl L. McNutt for wages earned on state highway work, Contract No. 1327. Will you please file this affidavit with those sent you on September 30, 1932. We already have a copy of the contract and bond.

Very truly yours,

BUREAU OF LABOR

By Charles H. Elrey
Deputy Commissioner of Labor

CHE/GK

Enc.

ADDRESS ALL COMMUNICATIONS TO THE BUREAU OF LABOR

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Paul Davich, being first duly sworn on oath depose and say, that I was employed by Earl McNutt, contractor, as a laborer to clear right of way between Stations 776+00 and 799+00 on that certain state highway project known as the Umpqua Highway, Paradise Creek Section, near Elkton in Douglas County; that I performed work, labor and services on behalf of and at the special instance and request of the said Earl McNutt between the dates of March 22nd and April 28th, 1932, inclusive, during regular working hours, and I also performed work in excess of eight hours a day; that the value of the said work and labor so performed is 50¢ per hour for eight hours per day, and that I have not been paid in full for my said labor performed on behalf of the said contractor on said state work. That there is due and owing me the sum of approximately $71.75 for said work, labor and services; that I have made a demand upon said contractor for said sum but he has failed and refused to pay same; that I make this affidavit to secure a certified copy of the bond and contract of Earl McNutt from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

Paul Davich

Subscribed and sworn to before me this 3rd day of Oct., 1932.

Gerald E. Knapp
Notary Public for Oregon

My commission expires 9/15/36

#1327

1426

October 3, 1932

American Surety Company of New York
W. J. Lyons, Agent
Yeon Building
Portland, Oregon

Gentlemen:

Inclosed is copy of letter received from C. H. Gram, Commissioner of the Bureau of Labor, Salem, Oregon advising us of the claims filed in his office against the contract and bond of Earl L. McNutt for wages for work, labor and services performed in the grading of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County under state highway contract No. 1327.

This information is being forwarded to you since you appear as surety on the bond filed by Mr. McNutt in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn
c.c. Earl L. McNutt
351½ E. Broadway
Eugene, Oregon

October 3, 1932

C. H. Gram, Commissioner
Bureau of Labor
Capitol Building

Dear Sir:

Attention Charles H. Elrey, Deputy

Acknowledgment is made of the receipt of your letter of September 30, 1932, inclosing affidavits covering claims against the contract and bond of Earl L. McNutt, No. 1327, for the construction of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County, for work, labor and services performed as follows:

Mott Bilork	$71.00
Gus Holmer	64.61
Nels Erickson	71.75
A. Sandberg	71.75
Joe Milich	71.25
Steve Burkich	73.50
M. C. Walsh	68.91
Pete Jacobson	71.75
Ed. Swanson	69.50
Geo. Vulorovich	70.25.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

AS. H. ELREY
ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

BRANCH OFFICE
101 COURTHOUSE
PORTLAND, OREGON

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM
COMMISSIONER
CAPITOL BUILDING
SALEM, OREGON

O. D. MATTHEWS, DEPUTY
324 N. SIXTH STREET
KLAMATH FALLS, OREGON

FRED O. SMALL, ATTORNEY
MELHASE BUILDING
KLAMATH FALLS, OREGON

Portland, Oregon,

September 30, 1932.

State Highway Commission,
State House,
Salem, Oregon.

RECEIVED
OCT 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

Gentlemen:

You will find enclosed affidavits of:

Mott Bilork	$71.00
Gus Holmer	64.61
Nels Erickson	71.75
A. Sandberg	71.75
Joe Milich	71.25
Steve Burkich	73.50
M. C. Walsh	68.91
Pete Jacobson	71.75
Ed. Swanson	69.50
Geo. Vulorovich	70.25

covering claims against the contract and bond of Earl L. McNutt for wages for work, labor and services performed in clearing right of way between Station 776+00 and Station 799+00 on that certain state highway project known as Umpqua Highway, Paradise Creek Section, near Elkton, in Douglas County. Contract No. 1327.

As we have already a copy of this contract and bond, it will be unnecessary to send another. We are simply filing these affidavits in order that you will have notice of the claims.

Very truly yours,

BUREAU OF LABOR

By Charles H. Elrey
Deputy Commissioner of Labor

CHE/GK
Enc.

RECEIVED
OCT 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS.

I, Mott Bilork, being first duly sworn on oath depose and say, that I was employed by Earl McNutt, contractor, as a laborer to clear right of way between Stations 776+00 and 799+00 on that certain state highway project known as the Umpqua Highway, Paradise Creek Section, near Elkton in Douglas County; that I performed work, labor and services on behalf of and at the special instance and request of the said Earl McNutt between the dates of March 22nd and April 28th, 1932, inclusive, during regular working hours, and I also performed work in excess of eight hours a day; that the value of the said work and labor so performed is 50¢ per hour for eight hours per day, and that I have not been paid in full for my said labor performed on behalf of the said contractor on said state work. That there is due and owing me the sum of approximately $71⁰⁰ for said work, labor and services; that I have made a demand upon said contractor for said sum but he has failed and refused to pay same; that I make this affidavit to secure a certified copy of the bond and contract of Earl McNutt from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

Mott Bilork

Subscribed and sworn to before me this 6th day of June, 1932

[illegible] McElroy
Notary Public for Oregon

My Commission Expires 5/5/3[illegible]

RECEIVED
OCT 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Gus Holmer, being first duly sworn on oath depose and say, that I was employed by Earl McNutt, contractor, as a laborer to clear right of way between Stations 776+00 and 799+00 on that certain state highway project known as the Umpqua Highway, Paradise Creek Section, near Elkton in Douglas County; that I performed work, labor and services on behalf of and at the special instance and request of the said Earl McNutt between the dates of March 22nd and April 28th, 1932, inclusive, during regular working hours, and I also performed work in excess of eight hours a day; that the value of the said work and labor so performed is 50¢ per hour for eight hours per day, and that I have not been paid in full for my said labor performed on behalf of the said contractor on said state work. That there is due and owing me the sum of approximately $64.61 for said work, labor and services; that I have made a demand upon said contractor for said sum but he has failed and refused to pay same; that I make this affidavit to secure a certified copy of the bond and contract of Earl McNutt from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

Gus Holmer

Subscribed and sworn to before me this 23rd day of May, 1932.

Charles A. Elrey
Notary Public for Oregon

My Commission Expires 5/5/35.

RECEIVED
OCT 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Nels Erickson, being first duly sworn on oath depose and say, that I was employed by Earl McNutt, contractor, as a laborer to clear right of way between Station 776+00 and Station 799+00 on that certain state highway project known as the Umpqua Highway, Paradise Creek Section, near Elkton in Douglas County; that I performed work, labor and services on behalf of and at the special instance and request of the said Earl McNutt between the dates of March 21st and April 28th, 1932, inclusive, during regular working hours, and I also performed work in excess of eight hours a day; that the value of the said work and labor so performed is 50¢ per hour for eight hours per day, and that I have not been paid in full for my said labor performed on behalf of the said contractor on said state work. That there is due and owing me the sum of approximately $~~81.75.~~ $71.75 for said work, labor and services; that I have made a demand upon said contractor for said sum but he has failed and refused to pay same; that I make this affidavit to secure a certified copy of the bond and contract of Earl McNutt from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

Nels Erickson

Subscribed and sworn to before me this 11th day of May, 1932.

Charles M. Elroy
Notary Public for Oregon

My commission expires 5/5/35

RECEIVED
OCT 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, A. Sandberg, being first duly sworn on oath depose and say, that I was employed by Earl McNutt, contractor, as a laborer to clear right of way between station 776+00 and station 799+00 on that certain state highway project known as the Umpqua Highway, Paradise Creek Section, near Elkton in Douglas County; that I performed work, labor and services on behalf of and at the special instance and request of the said Earl McNutt between the dates of March 21st and April 28th, 1932, inclusive, during regular working hours, and I also performed work in excess of eight hours a day; that the value of the said work and labor so performed is 50¢ per hour for eight hours per day, and that I have not been paid in full for my said labor performed on behalf of the said contractor on said state work. That there is due and owing me the sum of approximately $ ~~81.75~~ #71^{75} for said work, labor and services; that I have made a demand upon said contractor for said sum but he has failed and refused to pay same; that I make this affidavit to secure a certified copy of the bond and contract of Earl McNutt from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

A. Sandberg

Subscribed and sworn to before me this 11th day of May, 1932

Charles H. Elrey
Notary Public for Oregon

My commission expires 5/5/35

RECEIVED
OCT 1 - 1932
OREGON
STATE HIGHWAY [illegible]

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Joe Milich, being first duly sworn on oath depose and say, that I was employed by Earl McNutt, contractor, as a laborer to clear right of way between Stations 776+00 and 799+00 on that certain state highway project known as the Umpqua Highway, Paradise Creek Section, near Elkton in Douglas County; that I performed work, labor and services on behalf of and at the special instance and request of the said Earl McNutt between the dates of March 22nd and April 28th, 1932, inclusive, during regular working hours, and I also performed work in excess of eight hours a day; that the value of the said work and labor so performed is 50¢ per hour for eight hours per day, and that I have not been paid in full for my said labor performed on behalf of the said contractor on said state work. That there is due and owing me the sum of approximately $81.25 for said work, labor and services; that I have made a demand upon said contractor for said sum but he has failed and refused to pay same; that I make this affidavit to secure a certified copy of the cond and contract of Earl McNutt from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

Joe milich

Subscribed and sworn to before me this 11th day of May, 1932.

Charles [illegible]
Notary Public for Oregon

My commission expires 5/5/35

RECEIVED
OCT 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Steve Burkich, being first duly sworn on oath depose and say, that I was employed by Earl McNutt, contractor, as a laborer to clear right of way between Stations 776+00 and 799+00 on that certain state highway project known as the Umpqua Highway, Paradise Creek Section, near Elkton in Douglas County; that I performed work, labor and services on behalf of and at the special instance and request of the said Earl McNutt between the dates of March 22nd and April 28th, 1932, inclusive, during regular working hours, and I also performed work in excess of eight hours a day; that the value of the said work and labor so performed is 50¢ per hour for eight hours per day, and that I have not been paid in full for my said labor performed on behalf of the said contractor on said state work. That there is due and owing me the sum of approximately $~~83.50~~ $73.50 for said work, labor and services; that I have made a demand upon said contractor for said sum but he has failed and refused to pay same; that I make this affidavit to secure a certified copy of the bond and contract of Earl McNutt from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

Steve B

Subscribed and sworn to before me this 11th day of May, 1932.

Charles H. Ebey
Notary Public for Oregon

My commission expires 1/7/35

RECEIVED
OCT 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, M. C. Walsh, being first duly sworn on oath depose and say, that I was employed by Earl McNutt, contractor, as a cook for gang clearing right of way between Station 776+00 and Station 799+00 on that certain state highway project known as the Umpqua Highway, Paradise Creek Section, near Elkton in Douglas County; that I performed work, labor and services on behalf of and at the special instance and request of the said Earl McNutt between the dates of March 22nd and April 28th, 1932, inclusive, during regular working hours, and I also performed work in excess of eight hours a day; that the value of the said work and labor so performed is 50¢ per hour for eight hours per day, and that I have not been paid in full for my said labor performed on behalf of the said contractor on said state work. That there is due and owing me the sum of approximately $~~78.94~~ 168^{91} for said work, labor and services; that I have made a demand upon said contractor for said sum but he has failed and refused to pay same; that I make this affidavit to secure a certified copy of the bond and contract of Earl McNutt from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

M C Walsh

Subscribed and sworn to before me this 11th day of May, 1932.

Charles A. Elrey
Notary Public for Oregon

My commission expires 5/5/35

RECEIVED
OCT 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Pete Jacobson, being first duly sworn on oath depose and say, that I was employed by Earl McNutt, contractor, as a laborer to clear right of way between Station 776+00 and Station 799+00 on that certain state highway project known as the Umpqua Highway, Paradise Creek Section, near Elkton in Douglas County; that I performed work, labor and services on behalf of and at the special instance and request of the said Earl McNutt between the dates of March 21st and April 28th, 1932, inclusive, during regular working hours, and I also performed work in excess of eight hours a day; that the value of the said work and labor so performed is 50¢ per hour for eight hours per day, and that I have not been paid in full for my said labor performed on behalf of the said contractor on said state work. That there is due and owing me the sum of approximately ~~$81.75~~ $71.75 for said work, labor and services; that I have made a demand upon said contractor for said sum but he has failed and refused to pay same; that I make this affidavit to secure a certified copy of the bond and contract of Earl McNutt from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

Pete Jacobson

Subscribed and sworn to before me this 15th day of May, 1932.

Charles H. Elroy
Notary Public for Oregon

My commission expires 5/5/35

RECEIVED
OCT 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

I, Ed Swanson, being first duly sworn on oath depose and say, that I was employed by Earl McNutt, contractor, as a laborer to clear right of way between Station 776+00 and Station 799+00 on that certain state highway project known as the Umpqua Highway, Paradise Creek Section, near Elkton in Douglas County; that I performed work, labor and services on behalf of and at the special instance and request of the said Earl McNutt between the dates of March 21st and April 28th, 1932, inclusive, during regular working hours, and I also performed work in excess of eight hours a day; that the value of the said work and labor so performed is 50¢ per hour for eight hours per day, and that I have not been paid in full for my said labor performed on behalf of the said contractor on said state work. That there is due and owing me the sum of approximately $~~76.95~~ 69.50 for said work, labor and services; that I have made a demand upon said contractor for said sum but he has failed and refused to pay same; that I make this affidavit to secure a certified copy of the bond and contract of Earl McNutt from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

Ed Swanson

Subscribed and sworn to before me this 11th day of May, 1932.

Charles N. Ebey
Notary Public for Oregon

My commission expires 5/5/35

RECEIVED
OCT 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Geo. Vulorovich, being first duly sworn on oath depose and say, that I was employed by Earl McNutt, contractor, as a laborer to clear right of way between Station 776+00 and Station 799+00 on that certain state highway project known as the Umpqua Highway, Paradise Creek Section, near Elkton in Douglas County; that I performed work, labor and services on behalf of and at the special instance and request of the said Earl McNutt between the dates of March 22nd and April 28th, 1932, inclusive, during regular working hours, and I also performed work in excess of eight hours a day; that the value of the said work and labor so performed is 50¢ per hour for eight hours per day, and that I have not been paid in full for my said labor performed on behalf of the said contractor on said state work. That there is due and owing me the sum of approximately $~~80.75~~ 70.25 for said work, labor and services; that I have made a demand upon said contractor for said sum but he has failed and refused to pay same; that I make this affidavit to secure a certified copy of the bond and contract of Earl McNutt from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

Witnesses:
G. E. Knapp
Charles N. Elrey.

Geo. Vulorovich (X) His mark.

Subscribed and sworn to before me this 11th day of May, 1932.

Charles N. Elrey
Notary Public for Oregon.

My commission expires 7/5/35.

142 dfg

HOMER G. JOHNSON
HIGHWAY CONTRACTOR

HOME ADDRESS
ROSEBURG, OREGON

September 19th, 1932.

REPLY TO
New Perkins Hotel,
Portland, Oregon.

RECEIVED
SEP 19 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

I respectfully ask for a reconsideration of my bid on the Elkton Red Bridge section of the Umpqua Highway:

After this bid was submitted and fully considered, I attended a conference with Commissioner Scott and Engineer Baldock, at which time, subject to the approval of the United States Bureau of Roads, it was agreed that the contract would be awarded to me upon a reduced price for the item of stock pile haul. At this time Mr. Baldock called Commissioner Washburn and I was told Commissioners Scott and Washburn approved this contract at the reduced figures, subject to securing approval of the Bureau of Roads. Anticipating that the awarding of the contract was probably a settled fact, I went down on the site and believing it possible that I could find a satisfactory gravel pit, which would save the state a substantial amount of over haul on the yardage, I instituted a thorough search and did considerable exploration work. In connection with which I spent more than $100.00 on labor digging through overburden. I later learned that the Bureau was quite satisfied to award the contract at my bid price but unwilling to have the contract awarded at a reduced price.

Notwithstanding the fact that your engineers have explored this country over a long period of time, they failed to find the satisfactory gravel deposit, which was discovered as a result of my own efforts and at my own expense. This deposit will save the state about $8,000.00 in overhaul. When I learned of the deposit my Superintendent, Harry Hildorburn, communicated all of the facts to your office. It is now my understanding that one of the reasons you are not willing to award the contract to me is the fact that you feel that the state should have the full advantage of the discovery made at my own expense. As stated above this new deposit would save the state at least $8,000.00 on my bid.

In anticipation of the awarding of the contract, I have made such arrangements for its fulfillment that I can have a crew of approximately forty five men at work within a weeks time.

It is my understanding that the funds which will be expended on this contract are furnished entirely by the Federal Govern-

(Copies made for Commissioners - 9/20/32) ment, one-half from the Federal Aid source and the other half from the Emergency Appropriation, the purpose of the Emergency Appropriation being to provide jobs for the unemployed in the immediate future. If my bid is rejected and you award a contract on the 28th to some other bidder, I believe it will be at least thirty days before another bidder could make any start and that would probably throw the work into such unfavorable weather conditions as to prevent any substantial part of it being done prior to next spring.

I am willing to give the state the advantage of all of the saving on overhaul on stock pile material.

In view of the fact that I was low bidder out of six bids, and the fact that my discovery of the new gravel deposit will save the state about $8,000.00, that I can have a substantial number of men at work within a weeks time and thereby meet the tacit conditions under which the emergency money was appropriated by the Federal Government, I respectfully ask that this contract be awarded to me; I have borne the expense of the investigation made prior to my first bid and the expense of discovering the new deposit, I feel that I am entitled to a reasonable consideration on account of these facts.

Yours very truly,

Homer G. Johnson.

[illegible] action of Commission
in rejecting all bids received
August 31st 1932 for contract
of Paradise Creek-Red Bridge
section of Umpqua Hwy and
readvertising project for bids to be received at Septemb
28th meeting

pR 1426

Dear Sir:

I have been instructed by the State Highway Commission to inform you that all bids that were received by the Commission on August 31, 1932 for the graveling of the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County have been rejected and to return to you the certified check which was submitted with your bid for this project.

The Commission will readvertise this project for bids to be received at the next meeting which is scheduled to be held in the Multnomah Hotel, Portland, on Wednesday, September 28, 1932.

I am enclosing your certified check, in the sum of $5,000, drawn on the First National Bank & Trust Company of Helena, Montana.

Very truly yours,

Secretary

HBG:AJ

Register

PR 142G

September 8, 1932

Mr. Homer G. Johnson,
Perkins Hotel,
Portland, Oregon.

Dear Sir:

I have been instructed by the State Highway Commission to inform you that all bids that were received by the Commission on August 31, 1932 for the graveling of the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County have been rejected and to return to you the certified check which was submitted with your bid for this project.

The Commission will readvertise this project for bids to be received at the next meeting which is scheduled to be held in the Multnomah Hotel, Portland, on Wednesday, September 28, 1932.

I am enclosing your certified check, in the sum of $5,000, drawn on the First National Bank & Trust Company of Helena, Montana.

Very truly yours,

Secretary

HBG:AJ

Register

IONERS
SLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

September 7, 1932

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer

Office

Dear Sir:

I have recommended to the Highway Commission and they have accepted my recommendation that we reject all bids on the Paradise Creek-Red Bridge Section and readvertise next month. Please notify the low bidder to this effect and return his check.

Very truly yours

RHBaldock

State Highway Engineer

RHB:HI

cc S. H. Probert
E. A. Collier

FORM 5-A-1 4788 5000 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

#132

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

142G

OREGON STATE HIGHWAY COMMISSION
SALEM

SEPTEMBER 17, 1932

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon

STATE

Dear Sir;

Earl L. McNutt, who has contract number 1327 for grading the Paradise Creek-Elkton Section of Umpqua Highway, has asked for a 60-day extension from the specified completion date of September 30, 1932 to November 30, 1932. McNutt has finished the grading and has the first course of gravel topping over the entire job.

I recommend that an extension be granted to November 30, 1932, without penalty.

Very truly yours

E. A. COLLIER
Division Engineer

cc
H. G. Smith
H. B. Glaisyer
EAC:VR

FORM S-A-1 4798 5000 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

4-2 #9

SEPTEMBER 12, 1932

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
SEP 1[illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

Attached hereto find Special Provisions for Paradise Creek-Red Bridge, Surfacing. I have shown some additional bars of gravel, which have been examined the last two or three weeks. Mr. Hilderbrand thinks he has a bar just across the river from Elkton of sufficient size to do the whole job. This bar, he states, is covered with 12 to 15 feet of soil. He is making some test pits.

The job will be simpler from our standpoint, if there was no pay haul for either screened gravel or crushed gravel. This puts all the gamble on the contractors, also permits him to select such bar or bars as he thinks best. I have written the job up as suggested by you, showing pay haul for both screened gravel and crushed gravel, and have specified that certain bars must be worked out before working those which would require longer haul. Should you deem it feasible to have no pay haul, you could specify stockpile sites as follows: Station 742, 6,000 yards; Station 912, 1,000 yards; within one-quarter of a mile of Station 1070, 6,000 yards.

You notice I have eliminated the 1/4" minus material. Catching has been getting an excess of sand, and under price agreement is stockpiling 1,000 yards for 20¢, and I think we would have no trouble getting more at this same price, or having contractor stockpile this reject material at 25¢ as per standard specification. This is a difficult job to figure haul on because, while we have some idea of the total yardage in these bars, the amount which could be recovered from them during high water is very problematic. Contractors have entirely different ideas about which bars are practical or feasible for them to work.

If the contractor gets pay for all hauling, he would not be interested in stripping the over-burden on the bar which Hilderbrand is now prospecting.

It has been suggested by several small contractors that we should let the screened gravel only at this time, so that they could bid on it, as they are not equipped for crushing. In computing the quantities of crushed material, I have used Standard B-2 Specification. I remember the Bureau required a spread between the 2" - 1" rock and the key rock, and I wonder if they object to the use of 1½" - 3/4" and 3/4" - ½" key. I do not like to specify that the contractor must work certain bars out before working others, and the only alternative would be to put the job up with no pay haul.

Very truly yours

EACollier

E. A. COLLIER
Division Engineer

cc
R. H. BALDOCK
S. H. Probert
EAC:VR

SPECIAL PROVISIONS September 12, 1932

Paradise Creek-Red Bridge, Surfacing

RECEIVED
SEP [illegible] 1932
OREGON
[illegible] COMMISSION

TIME AND PLACE OF RECEIVING BIDS

September 28, 1932.

DESCRIPTION OF WORK

Same as shown in proposals opened August 31, 1932.

DATE OF COMPLETION

All work to be done under this contract shall be completed not later than June 30, 1933.

CLEARING AND GRUBBING WORK

Same as in previous proposal.

EARTHWORK

Same as in previous proposal.

CULVERTS AND DRAINS

Concrete Pipe:

The concrete culvert pipe to be installed under this contract shall be placed in accordance with standard specifications for"concrete pipe culverts"as given in Section 26 of the Standard Form. The culvert work may involve both the installation of new concrete pipe culverts and the extension of existing pipe culverts as ordered by the engineer.

Porous Drain Tile:

The standard specification for "Porous Tile Drains" as given in Section 32 of the standard specification form shall apply on this project.

SCREENED GRAVEL SURFACING

Standard Specification to Apply:

Same as previous proposal.

Cross-section:

Same as previous proposal.

Materials:

Same as previous proposal.

Paradise Creek-Red Bridge, Surfacing

Source of Materials:

The State will make available to contractor, without charge, the right to secure gravel from any bar or bars in the Umpqua River between the Mary Smith Bridge, 4 miles southeast of Elkton, and the mouth of Paradise Creek, and, in addition, will secure rights of way necessary for hauling roads.

The contractor's attention is called to the fact that the Bunch Bar is now being worked by the contractor on the Paradise Creek-Elkton Project, and that this bar will not be availableuntil that contractor completes the graveling operations in connection with his contract.

Suitable gravel is obtainable in the Umpqua River at the following bars:

Haines Bar, 4.4 miles southeast of Elkton;
Island Bar, 4 miles south of Elkton;
Beckley Bars, 1/2 mile south of Elkton;
Haines Bar, 1 mile west of Elkton
Bender Bar, 1½ miles west of Elkton;
Bunch Bar, 6 miles west of Elkton.

The State does not guarantee the quantity of materials in any of the above named bars to be sufficient for the entire project, and no extra compensation will be allowed the contractor for failure of any of the specified sources of materials to yield such quantity. It is estimated at least one-half the gravel required for this job can be obtained from bars within two miles of Elkton, and the contractor will be required to work out these bars before working those which would require a longer haul.

The contractor shall notify the State of his selection of the bar or bars from which he desires to secure materials, at least 30 days in advance of the date upon which he intends to commence operations in them, in order to allow sufficient time for the State to secure right from the property owners.

Existing Base to be Scarified:

Same as in Previous proposal.

Base to be constructed in Two Courses:

Same as in previous proposal.

Placing of Top Course Materials:

Same as in previous proposal.

Filler:

Same as in previous proposal.

Rolling Required:

Same as in previous proposal.

Sprinkling:

Same as in previous proposal.

Measurement and Payment:

The basis of measurement and payment for the gravel surfacing will be as stated in the standard specifications, (Sections 10, 12 and 13). The pay items will be as follows:

1. Screened gravel surfacing
2. Hauling screen gravel surfacing
3. Filler
4. Hauling filler
5. Sprinkling

CRUSHED GRAVEL IN STOCKPILES

Standard Specifications to Apply:

Same as in previous proposal.

Kind, Quality and Source of Materials:

Same as in previous proposal.

Sizes of Materials:

The crushed materials to be furnished in stockpiles shall be of 3 ~~4~~ grades as follows: 1½" to 3/4", 3/4" to 1/2" materials, 1/2" to 1/4" materials ~~and 1/4" minus materials.~~

At least 90% of each size of material shall pass a screen having openings of a certain size, and at least 90% of each size of material shall be retained upon a screen having openings of certain other size. The sizes of these screen openings and approximate quantities of each grade of material shall be as follows:

Grade	Size of Openings in Screen Through Which at Least 90% Must Pass	Size of Openings in Screen Through Which at Least 90% Must be retained	Approximate Quantity of Each Grade (Cu. Yds.)
1½" - 3/4" Mtls	1½" Circular	3/4" Circular	
3/4" - 1/2" Mtls.	3/4" "	1/2" "	
1/2" - 1/4" Mtls.	1/2" "	1/4" Square	

Each size of material shall be well and uniformly graded between its specified maximum size and its specified minimum size.

Paradise Creek-Red Bridge, Surfacing 4

Measurement and Payment:

Same as in previous proposal.

The pay items for furnishing crushed gravel in stockpiles shall be as follows:

1. 1½" – 3/4" Crushed gravel in stockpiles
2. 3/4" – 1/2" Crushed gravel in stockpiles
3. 1/2" – 1/4" Crushed gravel in stockpiles
~~4. 1/4" – 0" Crushed gravel in stockpiles~~
4~~5~~. Hauling Crushed Gravel.

MISCELLANEOUS PROVISIONS

Responsibility for Maintenance:

Same as in previous proposal.

Trucks to be Licensed in the State of Oregon:

Same as in previous proposal.

Counties from Which Labor Is to be Secured:

Same as in previous proposal.

Schedule of Performance of Work:

The contractor agrees that in the performance of work to be done under this contract he will conform with the following schedule, and that if at any time his performance falls below that schedule he will at once make such increases in his forces and equipment as may be necessary to promptly overcome the deficiency and to thereafter maintain the schedule.

Date	Percentage of Total Yardage of Gravel to be Delivered By Date Stated
November 30, 1932	10 per cent
January 31, 1933	30 " "
April 30, 1933	60 " "
June 30, 1933	100 " "

PROVISIONS RELATING TO USE OF HAND METHODS IN PERFORMANCE OF WORK

General:

Same as in previous proposal.

Clearing and Grubbing:

Same as in previous proposal.

Paradise Creek-Red Bridge, Surfacing

Grading:

Same as in previous proposal. In addition, the use of power shovel for excavating the slide material will be permitted.

Pipes and Underdrains:

Same as in previous proposal.

Gravel Surfacing and Crushed Gravel in Stockpiles:

(The first paragraph contemplates work in a quarry. Since there is no probability of such work on this job, can not this paragraph be eliminated?)

The second paragraph states that "Where feasible, team power and hand power will be used in gravel pits for transporting material to screening plants or loading traps". It would eliminate some uncertainty in the contractors' minds, if we could add "Will not be considered feasible to use hand labot methods on gravel bars in the Umpqua River, since these are largely submerged at all seasons of the year and particularly so during the winter months"

The fifth paragraph relating to use of stone spreaders in the initial spreading of the salvaged surfacing material caused the contractors considerable worry. Could we add "mixing of filler and finishing of gravel surfaces may be done by power operated graders"? (I understood these provisions have to be incorporated verbatim, and, if so, please pass the above observation onto the waste basket).

SELECTION OF LABOR

Same as in previous proposal.

Employment of Operators:

Same as in previous proposal.

Employment of Men and Teams:

Same as in previous proposal.

Employes Must be American Citizens:

Same as in previous proposal.

WAGES, HOURS OF EMPLOYMENT AND CONDITIONS OF EMPLOYMENT

Hours of Employment:

Several of the contractors told Mr. Roberts that the last clause

(Hours of Employment cont'd)

in the second paragraph under this heading would make it necessary for the contractor to discharge all of his employes, should a heavy storm extending over a week or so prevent all work on the job.

If the contractor is working bars in the Umpqua River during the winter months, there will doubtless be flood periods of a week to two or three weeks, during which dragging operations would be practically impossible. If the second paragraph under the heading above is to be interpreted strictly, it should be left standing as worded, but if a more liberal attitude is to be taken towards contractors during flood and storm periods, then it might be well to put in some further modifying clauses.

Definition of Terms:

Same as in previous proposal.

Minimum Wage Rates:

Same as in previous proposal.

Payment of Wages and Filing of Payrolls:

Same as in previous proposal.

Board and Lodging:

Same as in previous proposal.

No Fees or Other Exactions:

Same as in previous proposal.

Transportation to and From the Job:

Same as in previous proposal

Provision for Transportation:

Same as in previous proposal.

Employes to be Allowed to Earn Return Transportation:

Same as in previous proposal.

SUB-CONTRACTING PROHIBITED

Same as in previous proposal.

WORK TO BE CARRIED ON DURING WINTER MONTHS

Same as in previous proposal.

LIQUIDATED DAMAGES TO BE PAID IN CASE OF FAILURE TO COMPLETE WITHIN TIME SPECIFIED

The first four sentences the same as in previous proposal. Time, therefore, is of the essence of this agreement, and the contractor expressly agrees to the conditions imposed with respect to the completion of the work provided for in this agreement, which said work is to be completed on or before the 30th day of June, 1933. In the event that said work is not completed on or before June 30, 1933, it is mutually agreed that the State will sustain a damage the actual and exact amount of which damage it will be impracticable to determine, and, therefore, it is mutually agreed that as fixed, agreed and liquidated damages, the contractor will pay to the State $100.00 per day for each calendar day from June 30, 1933 until the work provided for in this contract is completed and accepted, and the contractor and his sureties shall be liable for the amount thereof.

The second paragraph the same as in previous proposal.

The third paragraph the same as in previous proposal but use June 30, 1933 in two places instead of May 31, 1933.

The fourth paragraph the same as in previous proposal.

BID SHEET
Paradise Creek-Red Bridge, Surfacing

Item No.	Item		Unit Price	Amount
1.	Clearing and Grubbing	3 acres	$	$
2.	Excavation, Single Classification	10,000 cu. yds.		
3.	Overhaul	8,000 Sta."		
4.	Truck Haul	3,000 yd.mi.		
5.	12" Concrete Culvert Pipe	100 lin.ft.		
6.	8" Porous Drain Tile	1,000 " "		
7.	Gravel Backfill for Drains	200 cu. yds.		
8.	Screened Gravel Surfacing	20,000 cu. yds.		
9.	Hauling Screened Gravel	80,000		
10.	Filler	3,000 cu. yds.		
11.	Hauling filler	4,500 yd. mi.		
12.	Sprinkling	400 M-Gals.		
13.	1½" - 3/4" Crushed Gravel in Stockpile	6,000 cu. yds.		
14.	3/4" - 1/2" Crushed Gravel in Stockpile	3,600 " "		
15.	1/2" - 1/4" Crushed Gravel in stockpile	3,400 " "		
16.	Hauling Crushed Gravel	40,000 yd. mi.		
		Total Amount of Bid	$	$

P.R. 142-G

August 29, 1932

Mr. E. A. Collier
Division Engineer
Roseburg, Oregon

Dear Sir:

We are enclosing the letter of transmittal from Bates, Lively & Pearson and a property damage release form, covering damage done by McNutt's tractor to the Highway Department Ford and the tripod contained therein.

We have deducted $25.00 from McNutt's estimate to cover the cost of the tripod. If the Ford has been repaired to your satisfaction, will you please execute the release and return it to Bates, Lively & Pearson, Yeon Building, Portland.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by D. G. DeSart/GS

1026

August 27, 1932

Mr. E. A. Collier,
Division Highway Engineer,
Roseburg, Oregon.

Dear Sir:

Reference is made to your letter of August 23rd concerning the hand labor requirements in connection with the proposed surfacing of the Paradise Creek-Red Bridge Section of the Umpqua Highway.

The specifications to which you refer were prepared in the Washington office of the Bureau of Public Roads and we have been requested to use them without modification. Their application in some cases will be rather difficult and there is room for considerable difference of opinion as to their interpretation. We believe, however, that the specification relating to the excavation of gravel in gravel pits leaves sufficient latitude to enable the use of power excavating equipment in cases where the gravel is under water. The specification states that team power or hand labor shall be used in that work "where feasible". It seems to us that the use of team power or hand labor could hardly be considered feasible where the gravel is submerged.

The specification relating to the use of spreader boxes, stone spreaders and other similar equipment in the spreading of the gravel is not intended to prohibit such spreading as can be done through the tail gates of the hauling trucks. The specification seems to anticipate, however, that some hand spreading will be required after the materials have been spread from the trucks and before the final shaping and spreading of the materials by blade graders.

As regards the incorporation of filler, the specifications are quite definite that such incorporation must be accomplished by hand spreading and hand brooming. The person who wrote this specification relative to the application of filler probably had no knowledge of the method of filler incorporation which is in general use in this State. It does not appear possible, however, to have any change made in this requirement as we have been informed by the Bureau that on account of the emergency situation and the lack of time, the specifications submitted from the Washington office must be used without modification.

There is nothing in the specifications for the Paradise Creek-Red Bridge surfacing project which will preclude the use of power excavators and tractors in connection with the removing of slides. The use of this type of equipment in connection with grading operations is prohibited on some projects by the inclusion of an optional clause reading as follows: "Hand or team labor methods shall be used for excavating of earth material". This clause does not, however, appear in the specifications for the Paradise Creek-Red Bridge project.

We can not at this time inform you as to the sources from which labor for this work must be obtained. We propose, however, to within the next few days, work up a complete schedule for the entire emergency program, and after that has been done, you will be advised as to the sources from which labor for the different projects in your territory is to be secured.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:EK
cc Mr. H. G. Smith
Office

500 7-30

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

August 23, 1932

RECEIVED
AUG 24 1932
OREGON
COMMISSION

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith✓

Dear Sir:

On Page 9 of Special Provisions for Paradise-Red Bridge surfacing project on the Umpqua Highway, a list is made of the operations which the contractor must do by hand. On the project in question, the normal operation would be to use a hoist and drag line bucket to excavate the gravel from the bed of the Umpqua River to the foot of an elevator or belt, up which it will be carried to a screen from which the over-size would descent by gravity thru a crusher and the crushed product would be elevated to another screen and there washed and separated into sizes, and from that bunker loaded into the trucks by gravity. It isn't practical to load this gravel from the bed of the stream by hand because much lies under water. A part of the provisions on page 9 would indicate that in a quarry at least the material must be loaded by hand. Is there any objection to the normal procedure which I have outlined above?

Another provision on this page calls for the spreading by hand on the road of salvaged material, and, since nothing is said about spreading gravel, this might be construed as covering the spreading of gravel on the road and mixing it there with the filler. If the material was dumped in piles along side of the road and then shoveled onto the road by hand, it would, of course, provide more labor but would be rather a senseless proceeding. While men want work of almost any sort, they would not have much interest in useless work. Is there any objection to truck spreading gravel on the road and mixing and blading it with the grader? The amount of common labor required on this job will be rather limited and, in no case, would exceed 20 men. What division should be made between the counties of these jobs? It would seem to me that, since this is in Douglas County and quite distant from Lane and Coos, Douglas County labor should be used.

In your opinion, should the contractor be permitted to use a shovel and/or "Cats" for removing slides, or should he be required to load slide material by hand?

Very truly yours

E. A. Collier

E. A. COLLIER
Division Engineer
cc R. H. Baldock
EAC VR

RECEIVED
AUG 24 1932

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREG.

August 26, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
AUG 29 1933
OREGON
STATE HIGHWAY [illegible]

Dear Sir:

Reference is made to our letter of July 21, 1933, regarding the final voucher for Oregon 142-G. In this letter we called your attention to the fact that on a number of occasions we have requested that a statement explaining unusual overruns and underruns accompany final vouchers.

Since that time several final vouchers have been received which were not accompanied by explanations of overruns and underruns. We would appreciate it if you would see that such statements accompany final vouchers submitted hereafter. These statements need not be long and detailed, as long as they cover the necessary points. We consider all variations of more than 10% from the quantities appearing on the agreement or substitute estimate as unusual, and find that it is sometimes desirable to explain smaller variations.

In your letter of August 23, submitting the P.S.& E. for Oregon NRH 137-A, we note that a small change was made in the length of the portion of the project paved, and that this office was not notified until it became necessary to explain this point in connection with the new work. We therefore request that a statement regarding the length of all projects as constructed accompany the final voucher in order that our records and reports may show projects as actually constructed. For this purpose we suggest that a form similar to the attached be used. This form has been used for some time by the State of Washington.

Very truly yours,

W. H. LYNCH
District Engineer

F. E. Andrews
F. E. Andrews
Senior Highway Engineer

Encl.

A4pr 12591

Form P. R. 2

State Oregon.

Project No. 142, Section G

RECEIVED
AUG [illegible] 1932
OREGON
[illegible] COMMISSION

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1928

8—5618

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of July, 1932

by and between Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of May, 1928, a project statement, which was approved by the Secretary on the 23rd day of May, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 1st day of March 1932, and approved by the Secretary on the 16th day of August, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seventy-three thousand, three hundred ninety and 16/100 dollars ($73,390.16) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920. (Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count .... of .... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .... (State how placed under direct control of Highway Department)

*(c) ....

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 801+50, at the east end of Section E of said project in Lot 3 of Sec. 4, T. 22 S., R. 8 W., W.M., and survey station 1025+00 at the west end of Section F of said project in the W. ½ of Sec. 19, T. 22 S., R. 7 W., W.M., terminal points, a distance of 8.021 miles, known locally as the Paradise Creek - Elkton section of the Umpqua Highway between Drain and Scottsburg, Douglas County, being Oregon Federal Aid Project No. 142, section G, consisting of 7.983 miles of roadway and one bridge of more than 20 ft. clear span 0.038 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $101,207.14, Federal Aid $62,981.20; one bridge, approved estimate $16,726.60, Federal Aid $10,408.96.

(c) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of seventy-three thousand, three hundred ninety and 16/100 dollars ($73,390.16), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred seventeen thousand, nine hundred thirty-three and 74/100 dollars ($117,933.74), the approved total estimated cost of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ________________________________ (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ________________ (Name)~~

STRICKEN OUT

~~(Strike out if not appropriate.)~~

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon. (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

STRICKEN OUT

*(*a*) By the ....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ....
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

....

*(*b*) By the ....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ....
(Include reference to statute authorizing funds and probable amount annually available)

....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ....

....
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 16th day of August, 1932

OREGON HIGHWAY COMMISSION
(Official title of Highway Department)

By ....
Chairman, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission
(Title of officer)

[SEAL]

By Carl Washburne
Member, State Highway Commission.
(Title of officer)

By ....
....
(Title of officer)

By ....
....
(Title of officer)

[SEAL]

8—5518

C. F. Marvin
Acting Secretary of Agriculture.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 142-C, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 117,933.74 as the total estimated cost of said project, and the sum of $ 73,390.16 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 16th day of August one thousand nine hundred and Thirty-two

C. F. Marvin
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—4829

August 23, 1932

Mr. W. H. Lynch, District Engineer
U. S. Bureau of Public Roads
New Postoffice Building
Portland, Oregon

Dear Sir:

We are enclosing herewith six copies of estimate, accompanying plans and five bid proposals covering the gravel surfacing on the Paradise Creek-Elkton Section, emergency construction project No. E-142-C.

Under separate cover we are sending five blueprint copies of sheet No. 2 of the plans which sheet has been revised to show the typical surfacing section.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/GS

Oregon State Highway Department.   Project No. E 142-C.

PARADISE CREEK-ELKTON SECTION OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate with specifications for gravel surfacing. Not as basis for modified agreement.)

Salem, Oregon, August,23, 1932.

Note: Summary of completed work to be supplied upon payment of final voucher.

Surfacing:

.5	Acres	Clearing and Grubbing	$200.00	$ 100.00
1,000	cu. yds.	Excavation	0.30	300.00
800	yd. sta.	Overhaul	0.04	32.00
300	yd. mi.	Truck Haul	0.15	45.00
20	lin. ft.	12" Concrete Pipe	1.00	20.00
200	lin. ft.	8" Porous Drain Tile	0.40	80.00
40	lin. ft.	Gravel Backfill	1.10	44.00
12,000	cu. yds.	Screened Gravel Surfacing	0.80	9,600.00
1,800	cu. yds.	Filler	0.30	540.00
2,700	yd. mi.	Hauling Filler	0.15	405.00
260	M-Gal.	Sprinkling	2.00	520.00

Sub-total............. $11,686.00
10% Engr. & Cont..... 1,168.60

Total Surfacing...... $12,854.60

Length of Roadway	7.983 miles
Cost per mile	$1,610.24

Regular Federal Aid Requested	$ 3,856.38 (30%).
Emergency Construction Funds Requested	8,998.22
	$12,854.60

FORM 5-A-1 4700 5000 7-31

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

AUGUST 15, 1932

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
AUG 16 1932
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

Attached hereto you will find Order For State Force Work on Contract Projects to cover the incorporation of filler and sprinkling the gravel topping on the Paradise-Elkton Section of the Umpqua Highway. This job calls for 17,000 cubic yards of 2½" minus gravel topping. The contract provides that, in case the addition of filler or sprinkling is required, this will be done by State Force or extra work order. The contractor has placed about one-half of the total spread over some 4 miles. This material contains a considerable amount of sand but no silt, clay or other fine material, and the gravel does not set up under traffic except where a little dirt is mixed with it. I think, should the second half of the topping be started, traffic will immediately be in difficulty in the loose gravel. I figure that the addition of 2 cubic yards of filler to the station on each course and the use of patrol grader and water truck will set this material up in good shape for traffic now and during the winter, and will prevent the loss of considerable material into the ditchs, and will leave the road in better shape for the application of a screen gravel surfacing next Spring.

I am also enclosing herewith request for approval of wage rate for Jerry DeMuth, who will operate the caterpillar motor grader and act as Foreman under Glenn Roberts. I plan to use the patrol grader and water truck, which we have been using at Walker and Comstock and elsewhere in this division, and to load the filler by hand and spread it by hand. When I was over the job last Wednesday afternoon, it appeared necessary to start this work as soon as possible, and I, therefore, secured a truck to start hauling the filler and asked Raymond Walsh to send the grader and water truck on down when he was thru with them at Comstock. Should this not meet with your approval, please advise me by phone and I will stop the work on it immediately. I have figured right along that we should have to do this work, but have delayed putting in the order in the hopes that you would be down over the job soon.

Trusting this will be satisfactory.

Very truly yours

NOTED
State Highway Engineer

E. A. COLLIER
Division Engineer
encls
cc R. H. Baldock
EAC:VR

July 29, 1932.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Oregon.

Dear Sir:

Relative to Mr. McNutt's oral request that he be allowed to put off a shot on the Paradise Creek-Elkton project which will result in the closing of the road for twenty-four hours, this will advise that such an arrangement will be satisfactory provided Mr. McNutt confirms this request in writing and gives assurance that the road will be clear and open to traffic within twenty-four hours after the shot is made, and provided also that Mr. McNutt will arrange for publication in the Eugene and the Marshfield newspapers an advance notice relative to the closing of the road and will erect suitable signs at both ends of the Umpqua Highway and at such intermediate and other points as you may consider necessary for the proper notification of the travelling public.

It is also suggested that you give proper advance notice to the Oregon State Motor Association.

Please see that the details of these arrangements are properly worked out and executed so that the public will not be subjected to any unnecessary inconvenience. The signs erected by Mr. McNutt should be sufficiently large to attract the attention of all travelers.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:MK

FORM 5-A-1 4798 5000 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Paradise Cr. Elkton

142G

ROSEBURG OREGON
August 1, 1932

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
AUG [illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

Earl McNutt, Contractor
351½ E. Broadway
Eugene, Oregon

Dear Sir:

About a week ago you requested permission to close the Umpqua Highway in the vicinity of Paradise Creek, 8 miles west of Elkton, for a 24-hour period, so that you might put off a series of blasts at one time. Mr. Baldock has agreed to grant this permission under the following conditions and asks that you write him a letter at once, asking for permission to close the highway for 24 hours:

1 - You are to give firm assurance that you will have the road open and clear for traffic within 24 hours, after the shot is made;

2 - that you will arrange for publication in the newspapers at Eugene, Marshfield, Roseburg and Reedsport an advance notice relative to closing of the road, and stating the hours between which it will be closed;

3 - that you will place suitable signs at both ends of the Umpqua Highway and at Sutherlin on the road turning down to Dodge Canyon and at Umpqua, which is the point where the roads from Roseburg, Oakland and Sutherlin come together;

4 - provide flagmen at Reedsport and at Drain for a 25-hour period, starting two hours before the shot is put off and ending about the time you clear up ready for traffic. These flagmen are to stop all traffic and advise them that the road is closed between certain hours, so that they will not make a long trip in vain;

5 - you are to notify the Oregon State Motor Association and this office at least three days in advance. The signs to be put up by you should be sufficiently large to attract the attention of all travelers.

The last time I talked to Roberts, he tho't there was a possibility that you might not want to close the road for as long a period as 24 hours, and, of course, the shorter the shut-down to traffic the less will be the inconvenience to them.

Very truly yours

E. A. COLLIER
Division Engineer

cc
Glenn Roberts
Raymond Walsh
S. H. Probert
EAC:VR

142-G

July 15, 1932

Mr. Earl L. McNutt
851½ East Broadway
Eugene, Oregon

Dear Sir:

I am advised by Mr. E. A. Collier that he understood from you that I had agreed to some different method of classification on your job of grading the Paradise-Elkton Section of the Umpqua Highway.

Please be advised that I told you at the time you were in my office that this classification would be made as per the specifications. You bid on the contract with certain specifications for common and solid rock and we will use these specifications in classifying the rock.

I did not at this or at any other time advise you of any change in manner of classification other than that described in the specifications for this work. Therefore, in order that you may clearly understand the situation and remove the ambiguity, I am writing this letter, sending a copy to Mr. E. A. Collier for his information.

Very truly yours

State Highway Engineer

RHB:jn
c.c. Mr. H. G. Smith
Mr. E. A. Collier

ISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

July 7, 1932

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

Attached hereto you will find copy of a letter written to Glenn Roberts by Earl McNutt, in regard to solid rock on the Paradise - Elkton Grading Contract.

McNutt has told Roberts that he intends to claim common for all material moved by his shovel without shooting, and that he has talked this matter over with Mr. Baldock and such a method of classification was satisfactory to Mr. Baldock. I have not had a chance to talk with McNutt and doubt very seriously the statement concerning Mr. Baldock's agreement to such a plan. His yard and one-half shovel is, of course, capable of handling boulders in excess of one-half cubic yard, and I have seen him side-cast and roll over the edge of the grade boulders up to 8 cubic yards. This shovel has handled material on this job which can not be loosened with a pick and which, in my opinion, should be classified with solid rock. I visited this job on the evening of July 1st and watched his shovel for 15 minutes, trying to dig solid rock. During this 15 minutes, the 7 or 8 trucks stood idle and the shovel did not run a single yard of rock. The operator scratched the teeth up and down through the hard sandstone and was only able to break off small plates on the top edge. McNutt was not there at the time, but I am not at all surprised that, when he did come down later that evening, he immediately ordered the compressor to start drilling. I visited this job again yesterday and found that they had drilled and shot a large amount of rock and the shovel was again able to make fair progress.

Apparently McNutt wishes us to classify nothing as solid until he has worked his big shovel to it's utmost. We have never used this method of classification before, and I am sure it is not our intention to do so on this job, and think it would be well to have Mr. McNutt officially advised by Mr. Baldock that classification on this job will be made in a similar manner to that used on joining section of the Umpqua Highway, during the past two years, and that, if anything, due to his unbalanced bid, it will be necessary for us to estimate the solid rock a little more than usual, in order to avoid criticism of other contractors who bid on this job.

Very truly yours

E. A. COLLIER
Division Engineer

encl
cc R. H. Baldock
EAC:VH

FORM 2-A-1 3000 [illegible] 3-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1426

July 11, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

Regarding a letter from Earl McNutt to Glenn Roberts advising that he has struck some rock on the Umpqua Highway, I beg to advise that Mr. Baldock discussed this thoroughly with Mr. McNutt before the contract was awarded. Mr. McNutt was advised that this job would be classified similarly to all other jobs and in accordance with the Specifications for Common and Solid Rock.

It would be well however, to have sufficient readings and measurements to identify and measure the amounts which Mr. McNutt considers as solid rock.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to

R. H. Baldock

NOTED
State Highway Engineer

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

10PY

July 7, 1932

RECEIVED
JUL 8 - 1932
OREGON
STATE HIGHWAY COMMISSION

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

Attached hereto you will find copy of a letter written to Glenn Roberts by Earl McNutt, in regard to solid rock on the Paradise - Elkton Grading Contract.

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Very truly yours

E A Collier

E. A. COLLIER
Division Engineer

encl
cc R. H. Baldock
EAC:VR

EARL L. McNUTT

Highway Contractor
Stage Line, Trucking, Teaming
and Grading

351½ East Broadway

Eugene, Oregon

July 2, 1932

Mr. Glenn Roberts
Elkton Oregon
Copy to E. A. Collier
Roseburg, Oregon

Dear Sir:

Having been at the Elkton job late last night, and finding my men preparing to start drilling operation between Station 791 and 794 on the West Unit, and inasmuch as this is the first time we have started any drilling or blasting operation on either the East or West Unit in the roadway prism I think it highly important you should take "topog" of any solid rock that my now be exposed.

Yours truly,

EARL L. McNUTT (Sgd)

ELM:GO

RECEIVED
JUL 8 - 1932
[illegible]

RECEIVED
JUL 8 - 1932
OREGON
[illegible] COMMISSION

COPY

IONERS
LIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

July 7, 1932

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
JUL 8 - 1932
OREGON
STATE HIGHWAY COMMISSION

Earl L. McNutt
551½ East Broadway
Eugene, Oregon

Dear Sir:

Your letter of July 2nd received, asking us to take "topog" of any solid rock that may now be exposed.

Using our customary method of classified material,in accordance with the standard specifications, you have already moved a large amount of solid rock. All boulders in excess of one-half cubic yard are solid rock,and I have seen your shovel roll rocks over the edge, containing as much as 5 cubic yards. The use of a large piece of equipment does not change the classification of the materials. My instructions from Mr. Baldock and Mr. Smith have been to classify this job in a similar manner to that used on joining sections of the Umpqua Highway, during the past two years. Should this method of classification not be satisfactory to you, you are at liberty to take it up with Mr. Baldock or Mr. Smith.

Very truly yours

E. A. COLLIER
Division Engineer

cc
H. G. Smith
Glenn Roberts
EAC:VR

RECEIVED
JUL 8 - 1932
[illegible]

FORM 8-A-1 721 8M 8-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

June 21, 1932

RECEIVED
IN REPLY PLEASE REFER TO FILE NO.
JUN 22 1932
OREGON
STATE HIGHWAY COMMISSION

142G

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

In compliance with your suggestion, I have had Glenn Roberts run a new line at the slide on the Paradise-Elkton section of the Umpqua Highway and have secured 200 feet tangent distance between the reverse curves by throwing our line three feet out toward the river. The fill at this point will reach slick bed rock in the river, but we will use the largest rock excavated in that vicinity to protect the toe of the slope. The contractor has already removed 12,780 yards out of the big slide, and two more small slides have developed to the west.

Trusting this revision in alignment will meet with the approval of the Bureau of Public Roads, I am

Very truly yours,

E A Collier

E. A. COLLIER cor
Division Engineer

EAC:ES
CC R. H. Baldock

NOTED
Highway Engineer

June 18, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accord with the request contained in your letter of June 13th, regarding the total cost for the bituminous macadam and oiling work to be done on Projects Nos. 142-E, G, based on the low bid for this work under alternate "B", the total cost of the project, based on this alternate, is as set forth below.

	Asphalt per ton	No. 3 Oil per ton	Cut-back per ton
Cost F. O. B. Bay District	$ 7.00	$ 6.37	$ 6.86
Freight to Cushman	9.90	9.90	9.90
	$16.90	$16.27	$16.76

Amount of Low Bid (Alternate "B")	$ 16,065.00
Total Cost to State for Bituminous Cements -	
210 Tons Asphalt at $16.90	3,549.00
250 " No. 3 Oil at $16.27	4,067.50
90 " Cut Back at $16.76	1,508.40
Total Cost of Project	$25,189.90

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

FORM 2-0-1 4406 800 5-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

RECEIVED
JUN 20 1932
OREGON
STATE HIGHWAY COMMISSION

PR

Elkton-Paradise Ck.

June 18, 1932

IN REPLY PLEASE
REFER TO FILE NO.

1476

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: S. H. Probert

Dear Sir:

I received carbon copies of letters you mailed to Glen Roberts June 17th, asking for information as to the days and dates on which certain men were employed by Contractor Earl McNutt on the Elkton-Paradise project, and stating that you had not received a reply to your letter of May 18th.

On May 21st, Roberts replied to your letter, addressing it to R. H. Baldock. In this letter he stated that he could not ascertain from the contractor's records the information you desired because these men were working on a contract basis, and the contractor kept no time of the days or hours worked. . The men were to receive $100 for clearing underbrush and $1.50 per cord for the wood. I talked with Baldock, concerning this matter, and, on May 17th at Baldock's request, wrote to C. H. Gram and sent a copy to Baldock and enclosed a copy of our time sheets, showing the days these men worked and giving an explanation of our method of keeping time. I am sending a copy of this letter to you. I don't think Roberts can give you any additional information; he could make up another time sheet from our records, if you wish, but think, since Gram has one, that it would be sufficient.

Emil Holmer, foreman of this clearing gang, was working for McNutt again on the 19th and apparently had no complaint about his previous treatment. I think most of the trouble was caused by one man. Holmer told these men, when he organized his gang in Portland, that this was an eating job and they could not expect to make any money out of it.

Very truly yours

EACollier

E. A. COLLIER
Division Engineer

encl
cc Glenn Roberts
EAC:VR

9-31
COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
JUN 20 1932
OREGON
STATE HIGHWAY COMMISSION

ELKTON

IN REPLY PLEASE
REFER TO FILE NO.

May 17, 1932

C. H. Gram
State Labor Commissioner
Salem, Oregon.

Dear Sir:

With reference to the claims of Emil Holmer's clearing gang on the McNutt contract near Elkton, I am enclosing a copy of our time sheets. Our timekeeper marked up the time twice a day. If he found the men working, he marked down 4 hours for that half day. He stated that this gang occasionally worked more than 8 hours and they may have worked less than 8 hours some days when 8 hours were shown. Their section was fairly steep and the wood was nearly all fir, old growth. The timekeeper says this gang worked as hard as the average gnag. Of 35 days on which the crew worked, there 16 fair days, 15 days showers and rain and 4 days heavy rains.

I understand McNutt furnished them with tools, food, bedding, tents, powder for splitting gun, commissary items etc., and that they had a cook. Some of the other groups had their own tools, camp, etc. About 108 men worked on clearing and all got $1.50 per cord and a lump sum for burning brush, which varied according to circumstances.

E. A. COLLIER
Division Engineer.

EAC:AVB

Cc R. H. Baldock

COPY

4000 12-30
MMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
~~SALEM~~
Elkton

June 18th., 1932

IN REPLY PLEASE REFER TO FILE NO.

Mr. S. H. Probert
Office Engineer
Salem, Oregon.

Dear Sir:-

Attached is a copy of the letter written in reply to your letter of May 18th., requesting information as to the days and dates on which the Emil Holmer's gang worked for Earl McNutt on the Umpqua Highway* Paradise Creek Project.

Very truly yours,

G. E. Roberts,
G. E. Roberts

cc Mr. E. A. Collier
Roseburg, Oregon.

COPY

Elkton

May 21st., 1932

Mr. R. H. Baldock
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Replying to your letter requesting information on the Emil Holmer's clearing gang working on the Earl McNutt contract on the Umpqua Highway - Paradise Creek Project. I have secured the following information from the contractor and his superintendant.

This gang was working on a contract basis clearing right of way and cutting wood. The contractor kept no time of the days or hours worked by these men. They were to receive $100.00 for clearing the under brush and tree tops after the logs were cut into wood and $1.50 per cord for the wood. They were credited with 233 cords of wood and at the time of settlement this g gang was $255 in the red(McNutt had furnished tents, bedding, food, tools, etc., which was charged to the gang) He furnished a team and dragsaw part of the time without charge.

When the gang left the job he gave all men $10.00 and furnished them transportation to Eugene and they signed a release. One man did not sign the release and he did not receive the $10.00.

Very truly yours

G. E. Roberts
Res. Engr.

cc Mr. E. A. Collier
Roseburg, Oregon.

June 17, 1932.

Mr. Glen Roberts,
Resident Highway Engineer,
Elkton, Oregon.

Dear Sir:

On May 18th, we wrote to you requesting information as to the days and dates on which certain men were employed by Contractor Earl McNutt on the Elkton-Paradise Creek Project.

Not having had a reply to this letter, it occurs to us that the letter may have been lost in the mails, and we are, therefore, enclosing a copy with the request that it be given early attention.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

MISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

May 25, 1932

In Reply Please
Refer to File No.

Oregon State Highway Commission

NOTED
State Highway Engineer

Gentlemen:

I am quoting a report by Glen E. Roberts, the engineer in charge of the Earl McNutt contract on the Umpqua Highway between Paradise Creek and Elkton:

"Replying to your letter requesting information on the Emil Holmer's clearing gang working on the Earl McNutt contract on the Umpqua Highway - Paradise Creek Project. I have secured the following information from the contractor and his superintendent.

"This gang was working on a contract basis clearing right of way and cutting wood. The contractor kept no time of the days or hours worked by these men. They were to receive $100.00 for clearing the underbrush and tree tops after the logs were cut into wood and $1.50 per cord for the wood. They were credited with 235 cords of wood and at the time of settlement this gang was $255 in the red (McNutt had furnished tents, bedding, food, tools etc., which was charged to the gang). He furnished a team and dragsaw part of the time without charge.

"When the gang left the job he gave all men $10.00 and furnished them transportation to Eugene and they signed a release. One man did not sign the release and he did not receive the $10.00."

Very truly yours

RHBaldock

State Highway Engineer

RHB:HI

May 18, 1932.

Mr. Glenn Roberts,
Resident Highway Engineer,
Elkton, Oregon.

Dear Sir:

Kindly ascertain from the contractor's records the days, dates and hours on which the following men have worked for Earl McNutt on the Umpqua Highway-Paradise Creek Project:

Emil Holmer
Gus Holmer
Pete Jacobson
A. Sandlerer ?
Steve Brkich
Sam Danich
Carl Gustafson
Ed. Swanton
N. Erickson
Matt Brlerk ?
M. C. Walsh
Joe Milich
Powell Danich
Geo. Mulstoeich

Also ascertain the rates of pay received by these men and forward all of the information to us at your earliest convenience.

The information has been requested by the State Labor Commissioner.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:MR

cc E. A. Collier,
Roseburg, Oregon.

REFERRED TO
Probert
By State Highway Engineer

Please secure
this information -

Salem, Oregon
May 11, 1932

Laborers Attention:

The following laborers were employed by Earl McNutt on the Umpqua Highway-Paradise Creek, Elkton, Douglas County, on Station 778-00 to Station 779-00.

These men were employed between March 22nd and April 28, 1932.

Will you kindly write your timekeeper for an itemized statement of each mans time, giving days and dates each man worked.

Emil Holmer
Gus Holmer
Pete Jacobson
A. Sandleror ?
Steve Brkich
Sam Danich
Carl Gustafson
Ed. Swanton
N. Erickson
Matt Brlork ?
M. C. Walsh
Joe Milich
Powell Danich
Geo. Muletooich

Mr. Baldock:
Mr. Grace left this here for you.
J M Devers

#13 ~~X~~
Douglas Co
PR 142 G

June 7, 1932

American Surety Company of N. Y.
W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

We enclose certified copy of notice of claim that was filed with the Secretary of State by Warren J. Billick against Earl L. McNutt, to whom the State Highway Commission awarded the contract for the grading of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County.

You will note that the claim is in the sum of $31.92 and is for house rent and materials furnished to Tom Demarest and Art Demarest, subcontractors under Mr. McNutt.

This information is given you as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

cc [illegible] McNutt
[illegible] Broadway
Eugene

June 7, 1932

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon

Dear Sir:

This will acknowledge receipt of your letter of June 6, enclosing certified copies of notice of claim that was filed by Warren J. Billick against Earl L. McNutt, to whom the State Highway Commission awarded the contract for the grading of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County. We note that the claim is in the sum of $81.92 and is for house rent and materials furnished to Tom Demarest and Art Demarest, subcontractors under Mr. McNutt.

In accordance with your suggestion, we are today mailing copies of the notice of claim to the original contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JUN 7 1932
OREGON
STATE HIGHWAY COMMISSION

June 6, 1932

Oregon State Highway Department
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Warren J. Billick for house rent and materials furnished in the sum of $81.92 to Tom Demarest and Art Demarest, subcontractors, under the bond taken from Earl L. McNutt, principal, for work on the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County, State Highway contract No. 1327.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

United States of America

STATE OF OREGON

To Hal E. Hoss, Secretary of State of the State of Oregon:

Notice hereby is given that the undersigned, Warren J. Billick has a claim for house rent, groceries, and gasoline, furnished by this claimant to Tom Demarest and Art Demarest, subcontracters under Earl L. McNutt, between the dates of April 3, 1932 and May 12, 1932 in the sum of Eighty one and 92/100 Dollars ($81.92) against the bond taken from Earl L. McNutt and the surety or sureties upon such bond for the work of grading of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County, Oregon. Said work of grading the above mentioned highway being done under State Highway Contract No. 1327.

WARREN J. BILLICK
Warren J. Billick

Elkton, Oregon.

Endorsed: File No. 2051
Filed June 6, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Warren J. Billick for house rent and materials furnished to Tom Demarest and Art Demarest, sub-contractors, in the amount of $81.92 against the bond taken from Earl L. McNutt, principal, for work on the Paradise Creek-Elkton Section of the Umpqua Highway, State Highway Contract No. 1327, with the original notice filed in the office of the Secretary of State on June 6, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 6th day of June, A. D. 1932.

Hal E Hoss

Secretary of State

FORM 2-B-1 2007 1000 1-32

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

142-G

ROSEBURG OREGON

June 3, 1932

RECEIVED
JUN 4 - 1932
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto you will find Price Agreement for graveling the detour road on the Paradise-Elkton section of the Umpqua Highway, now under contract by Earl McNutt.

Mr. Washburne was here Tuesday and suggested that this detour be graveled. The standard clause, applying to provisions for traffic, would not necessarily require graveling of the detour road provided the contractor had equipment there to help traffic over it, during rains. Application of gravel to this detour road, which is one mile long, should be of considerable benefit to traffic and will relieve the contractor of the necessity for having equipment on the road when it rains. This detour, in case you have not been over it, has some fairly steep grades and is over a clay formation, so that it is quite slippery when weather is wet. The width is sufficient and the grades are not particularly dangerous, and the detour will probably be in use for a month or more.

Very truly yours

E A Collier

E. A. COLLIER
Division Engineer

encl
EAC:VR

#1327
Douglas Co

PR 1426

May 25, 1932

American Surety Company of N. Y.
% W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

We have today been informed by Warren J. Billick, Elkton, Oregon, that Tom and Art Demarest, subcontractors under Earl L. McNutt, owe him for rent and groceries, as follows:

Rent on apartment No. 2 at $4.00 per week, April 4 to May 11	$21.71
Rent on Apartment No. 3, March 24 to April 23, at $3.00 per week	13.50
April 8 to May 11, groceries, etc.	46.71
	$81.92

It appears that this bill was incurred by Messrs. Demarest while doing subcontract work for Mr. McNutt in connection with State Highway Contract No. 1327 for the grading of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Earl L. McNutt
551½ E. Broadway
Eugene

May 25, 1932

Mr. Warren J. Billick,
Elkton,
Oregon.

Dear Sir:

We are in receipt of your communication of May 24, in which you state that Tom and Art Demarest owe you for rent and groceries in the sum of $81.92, and that this bill was incurred by them while being subcontractors under Earl L. McNutt on highway construction work in Douglas County.

The contract to which you refer is designated as State Highway Contract No. 1527, and is for the grading of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County. In connection with this job, Mr. McNutt furnished the State with a surety bond for the protection of all claims and bills incurred against the project. This bond is offered to you for the protection of your claim. The bond was written by American Surety Company of New York, and Mr. W. J. Lyons is the Portland agent, with offices in the Yeon Building. We are today notifying the surety of the existence of your bill.

If you do not secure a settlement of your bill within a reasonable length of time, we recommend that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931. A mimeographed copy of this law is attached for your further information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
H

STATEMENT

[illegible] 21,19[illegible]

Mr. Tom & Bert Demarest, Elkton, Ore.

Subcontractor of McNutt Bros. on Elkton Paradise Creek section of the Umpqua Highway.

To To W. J. Billick Elkton, Ore. Dr.

Rent on apartment ~~1~~ No. 2 @ $21.00 per week April 4 to May 11, inclusive = 5 weeks and 3 days	$[illegible]21.71
Rent on apartment No. 2 March 21 to to April 22 inclusive $3.00 per week = 4 1/2 weeks	13.50
April 8 to May 11 inclusive, groceries, tobacco, gasoline and miscellaneous	46.71
total amount of bill	[illegible]

To the Highway Commission,

Gentlemen: The above named subcontractors ran this bill up at my place while they were clearing on the right-of-way for McNutt Brothers and then left at night without attempting to settle the account. I have been told that it is up to McNutt Brothers to pay the bill. Will you please advise me on the matter.

Respectfully,

Warren J. Billick
Elkton, Ore.

---

of estimate as basis for

Creek-Elkton Section,

ours,

ALDOCK,
ighway Engineer,

D. E. Probert,
Office Engineer.

[illegible]

encl.

May 24, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S, Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement, covering the Paradise Creek-Elkton Section, Project No. 142-C.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.

encl.

Oregon State Highway Department   Project No. 142-B

PARADISE CREEK-ELKTON SECTION OF
THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 21, 1932.

TYPE I ROADWAY

WEST UNIT:

All Required		Clearing and Grubbing		$ 5,500.00
85,000	cu. yds.	Common Excavation	$0.32	27,200.00
74,000	cu. yds.	Solid Rock Excavation	0.02	1,480.00
173,000	yd. sta.	Overhaul	0.01	1,730.00
20,800	yd. mi.	Truck Haul	0.15	3,120.00
600	lin. ft.	12" Concrete Pipe	0.90	540.00
500	lin. ft.	18" " "	1.95	975.00
150	lin. ft.	24" " "	2.00	300.00
120	lin. ft.	30" " " (Heavy)	4.50	540.00
300	lin. ft.	12" Corr. Galv. Iron Pipe	0.90	270.00
20	lin. ft.	18" " " " "	1.60	32.00
20	lin. ft.	24" " " " "	2.10	42.00
4,300	lin. ft.	8" Porous Drain Tile	0.40	1,720.00
300	lin. ft.	9" Perforated Iron Pipe	0.90	270.00
800	cu. yds.	Rock or Gravel Backfill for Drains	0.60	480.00
10,500	cu. yds.	Gravel Topping	0.60	6,300.00
				$50,549.00
		Lump Sum Reduction....		500.00
				$50,049.00

EAST UNIT: (Sta. 804+40 to Sta. 924+40)

All Required		Clearing and Grubbing		2,786.60
64,000	cu. yds.	Common Excavation	0.24	15,360.00
20,900	cu. yds.	Solid Rock Excavation	0.02	418.00
81,000	yd. sta.	Overhaul	0.01	810.00
2,500	yd. mi.	Truck Haul	0.10	250.00
800	lin. ft.	12" Concrete Pipe	0.90	720.00
300	lin. ft.	18" " "	1.95	585.00
100	lin. ft.	24" " "	2.60	260.00
180	lin. ft.	30" " " (Heavy)	4.50	810.00

200	lin. ft.	36" Concrete Pipe (Heavy)	$6.50	$ 1,300.00
150	lin. ft.	48" " " (")	9.25	1,387.50
2,800	lin. ft.	8" Porous Drain Tile	0.40	1,120.00
500	cu. yds.	Rock or Gravel Backfill	0.60	300.00
6,500	cu. yds.	Gravel Topping	0.60	3,900.00

$29,987.10

Lump Sum Reduction........ 312.44

$29,674.66

$79,623.66

10% Engr. & Cont. 7,962.36

Total, Type I Rdwy........ $87,586.02

Length of Type I Roadway 6.078 miles
Length of 1 Bridge 0.038 "
Total length (gross) 6.116 "
Cost per mile $14,410.33

TYPE II ROADWAY

EAST UNIT: (Sta. 924+40 to Sta. 1025+00)

All Required		Clearing and Grubbing		2,268.40
26,000	cu. yds.	Common Excavation	0.24	6,240.00
100	cu. yds.	Solid Rock Excavation	0.02	2.00
31,000	yd. sta.	Overhaul	0.01	310.00
1,100	yd. mi.	Truck Haul	0.10	110.00
200	lin. ft.	12" Concrete Pipe	0.90	180.00
200	lin. ft.	18" " "	1.95	390.00
50	lin. ft.	24" " "	2.60	130.00
100	cu. yds.	Class "A" Concrete	20.00	2,000.00
11,000	lbs.	Metal Reinforcement	0.06	660.00
120	cu. yds.	Riprap	2.00	240.00

$12,530.40

Lump Sum Reduction........ 147.56

$12,382.84

10% Engr. & Cont.......... 1,238.28

Total, Type II Rdwy.......$13,621.12

Length of Type II Roadway 1.905 miles
Cost per mile $7,150.19

PARADISE CREEK BRIDGE:

480 cu. yds.	Excavation	$1.50	$ 720.00
50 cu. yds.	Excavation below plans	1.50	75.00
420 cu. yds.	Class "A" Concrete	16.00	6,720.00
150 cu. yds.	Class "D" Concrete	16.00	2,400.00
96,000 lbs.	Metal Reinforcement	.036	3,456.00
410 lin. ft.	Concrete Handrail	3.50	1,435.00
All Required	Remove old bridge and maint. traffic	400.00	400.00
			$15,206.00
		10% Engr. & Cont.	1,520.60
		Total..................	$16,726.60

SUMMARY

Item	Total Cost	Federal Aid Funds	State Funds
Type I, Roadway	$87,586.02	$54,504.78	$33,081.24
Type II, Roadway	13,621.12	8,476.42	5,144.70
	$101,207.14	$62,981.20	$38,225.94
Paradise Creek Bridge	16,726.60	10,408.96	6,317.64
	$117,933.74	$73,390.16	$44,543.58

State funds for constr.: Chap. 175, laws 1917; Chap. 31, laws 1929.

State funds for maint.: Chap. 41, laws 1927.

OR 142 B.

May 25, 1932

Oregon State Highway Commission

Gentlemen:

I am quoting a report by Glen E. Roberts, the engineer in charge of the Earl McNutt contract on the Umpqua Highway between Paradise Creek and Elkton:

"Replying to your letter requesting information on the Emil Holmer's clearing gang working on the Earl McNutt contract on the Umpqua Highway - Paradise Creek Project. I have secured the following information from the contractor and his superintendent.

"This gang was working on a contract basis clearing right of way and cutting wood. The contractor kept no time of the days or hours worked by these men. They were to receive $100.00 for clearing the underbrush and tree tops after the logs were cut into wood and $1.50 per cord for the wood. They were credited with 253 cords of wood and at the time of settlement this gang was $255 in the red (McNutt had furnished tents, bedding, food, tools etc., which was charged to the gang). He furnished a team and dragsaw part of the time without charge.

"When the gang left the job he gave all men $10.00 and furnished them transportation to Eugene and they signed a release. One man did not sign the release and he did not receive the $10.00."

Very truly yours

State Highway Engineer

RHB:HX

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

...ER, SECRETARY

OREGON STATE HIGHWAY COMMISSION
~~SALEM~~
Elkton

May 21st., 1932

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Replying to your letter requesting information on the Emil Holmer's clearing gang working on the Earl McNutt contract on the Umpqua Highway - Paradise Creek Project. I have secured the following information from the contractor and his superintendant.

This gang was working on a contract basis clearing right of way and cutting wood. The contractor kept no time of the days or hours worked by these men. They were to receive $100.00 for clearing the under brush and tree tops after the logs were cut into wood and $1.50 per cord for the wood. They were credited with 233 cords of wood and at the time of settlement this gang was $ 255 in the red(McNutt had furnished tents,bedding,food, tools etc., which was charged to the gang) He furnished a team and dragsaw part of the time without charge.

When the gang left the job he gave all men $10.00 and furnished them transportation to Eugene and they signed a release. One man did not sign the release and he did not receive the $10.00.

Very truly yours,

G. E. Roberts.

G. E. Roberts,
Res. Engr.

RECEIVED
MAY [illegible] 1932
STATE HIGHWAY COMMISSION

cc Mr. E. A. Collier
Roseburg, Oregon.

PR 142-G

May 23, 1932.

Mr. Earl McNutt,
351½ East Broadway,
Eugene, Oregon.

Dear Sir:

Mr. Collier has conveyed to us your inquiry as to the attitude of the Highway Commission toward the use of ten-hour shifts on contract work, pointing out that it has been your custom to work your equipment and equipment operators in ten-hour shifts, but that you are willing to adopt the eight-hour shift if other contractors are required to do so.

The attitude of the Highway Commission has been quite clearly shown by the policy recently adopted of definitely specifying six-hour shifts on all contract work, and instructions are now being sent out to our field engineers calling their attention to that clause of our contract which prohibits the employment of labor for more than eight hours per day, except in cases of emergency, and instructing them to see that that provision is strictly enforced.

Heretofore, this provision has not been strictly enforced and contractors have been allowed to use the ten-hour shift the same as you have, but with the present surplus of labor, the use of the ten-hour shift can not be justified, and if permitted will justly subject the Highway Commission and its contractors to criticism.

We are pleased to know that you have already sensed this situation, and that you are willing to adopt the eight-hour schedule, which as we have indicated, is to be insisted upon everywhere.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:KK

cc E. A. Collier,
Roseburg, Oregon.

EUGENE
YER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

NOTED
State Highway Engineer

May 19, 1932

RECEIVED
MAY [illegible]1 1932
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Earl McNutt talked with me a little about the ten-hour day. It has been his practice to work his equipment and the operators of the equipment ten hours a shift. He pays the men straight for 8 hours and double time for the two additional hours. His men want to earn the extra money, and the use of three 8-hour shifts is not very practical, and he has found the two 10-hour shifts work out the best for him. However, he wished me to ask you what the attitude of yourself and the Commission is on the matter, and stated that, if it was felt that this practice was wrong and should be discontinued, he would do so, if requested.

Reducing the length of shift from ten to eight hours, in this case, would probably not mean work for any more men unless he would put on additional equipment and, unless he did this, it would probably mean a little later date for completion of the work. I think McNutt feels there has been considerable criticism of the ten-hour day, and he would not continue the practice, if so requested and if other contractors did not continue the use of the ten-hour day.

Please advise me what action, if any, I should take in the matter.

Very truly yours

E. A. Collier

E. A. COLLIER
Division Engineer

EAC:VR

BR1409.

May 21, 1932

Oregon State Highway Commission

Gentlemen:

I am attaching copy of communication from Mr. E. A. Collier addressed to C. H. Gram, State Labor Commissioner regarding the McNutt contract on the Umpqua Highway near Elkton. I am surprised to learn that Elmer Holmer who had preferred charges was again working for McNutt.

Very truly yours,

State Highway Engineer

RHB:jn
inclosure

SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

May 19, 1932

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
MAY 21 1932
OREGON
STATE HIGHWAY COMMISSION

C. H. Gram
State Labor Commissioner
Salem, Oregon

Dear Sir:

With reference to the claim of Emil Holmer's clearing gang on the McNutt contract near Elkton, it might interest you to know that Emil Holmer was working for McNutt on May 18th, when I visited the job, and when I mentioned the fact to McNutt he said that he tho't the trouble was caused by only one man out of the crew.

Very truly yours

E. A. COLLIER
Division Engineer

cc R. H. Baldock ✓
EAC:VR

5 r   6 6

OR 142-G

~~xxxxxx~~
ELKTON

May 17, 1932

C.H.Gram
State Labor Commissioner,
Salem, Oregon.

Dear Sir:

With reference to the claims of Emil Holmer's clearing gang on the McWatt contract near Elkton, I am enclosing a copy of our time sheets. Our timekeeper marked up the time twice a day. If he found the men working, he marked down 4 hours for that half day. He stated that this gang occasionally worked more than 8 hours and they may have worked less than 8 hours some days when 8 hours were shown. Their section was fairly steep and the wood was nearly all fir, old growth.

The timekeeper says this gang worked as hard as the average gang. Of 35 days on which the crew worked, there were 16 fair days, 15 days sh showers and rain and 4 days heavy rains.

I understand McWatt furnished them with tools, food, bedding, tents, powder for splitting gun, commissary items etc., and that they had a cook. Some of the other groups had their own tools, camp, etc., About 108 men worked on clearing and all got $1.60 per cord and a lump sum for burning brush, which varied according to circumstances.

E.A.Collier
Division engineer.

EAC:AVB

CC R.H.Baldock ✓

Copies to Commissioners on 5/23/32

NOTED
RECEIVED
MAY 18 1932
OREGON
STATE HIGHWAY COMMISSION

Sta. 778 to Sta 799
LINE DATE PARTY

PROJECT Paradise Creek - Elkton

March 1932

	22	23	24	25	26	27	28	29	30	31
Emel Holmer	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓
Gus Holmer	✓ ✓	 ✓	✓ ✓	✓ ✓	✓ ✓		✓ ✓	✓ ✓	✓ ✓	✓ ✓
Pete Jacobson	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓		✓ ✓	✓ ✓	✓ ✓	✓ ✓
A. Sandleror	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓		✓ ✓	✓ ✓	✓ ✓	✓ ✓
Steve Bekisch	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓		✓ ✓	✓ ✓	✓ ✓	✓ ✓
Sam Davich	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓		✓ ✓	✓ ✓	✓ ✓	✓ ✓
Carl Gustofson	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓		✓ ✓	✓ ✓	✓ ✓	✓ ✓
Ed Swantan	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓		✓ ✓	✓ ✓	✓ ✓	✓ ✓
N. Erickson	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓		✓ ✓	✓ ✓	✓ ✓	✓ ✓
Mott Belark	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓		✓ ✓	✓ ✓	✓ ✓	✓ ✓
M.C. Walsh	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓		✓ ✓	✓ ✓	✓ ✓	✓ ✓
Joe Milich	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓		✓ ✓	✓ ✓	✓ ✓	✓ ✓
P. Davich	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓		✓ ✓	✓ ✓	✓ ✓	✓ ✓
Geo. Mulettoich	✓ ✓	✓ ✓	✓ ✓	✓ ✓	✓ ✓		✓ ✓	✓ ✓	✓ ✓	✓ ✓

April 1932

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

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Time was taken in the morning and afternoon

The contractor informs me that 233 cords of wood were cut at $1.50 per cord by this crew and that this crew received $115.00 for burning and slashing in addition to the cord wood

Ray Walker

TELEPHONE WALNUT 7670

J. J. COLLINS, PRESIDENT

COLLINS CONCRETE PIPE COMPANY
410 RIVER STREET
PORTLAND, OREGON

Paradise Creek-Elkton
PR#

27,428

April 29, 1932

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen: **Attention: Mr. Probert.**

Confirming Ray Collins telephone conversation regarding 48-inch culvert pipe with a 5" wall, manufactured under Joint Culvert Committee Specifications and delivered by us to Earl McNutt on the Elkton Job it is our understanding that these specifications were to be adopted by the United States Government and the State of Oregon as standard. Anticipating this change of specifications in advance we changed our equipment and methods of manufacturing that now all our pipe are manufactured under the Joint Culvert Committee Specifications, and conforming to your specifications of 1931.

We have most of this pipe delivered on the job and know by test it is far superior to pipe manufactured under the old specifications of 1929.

We do not hesitate to guarantee this 48-inch pipe under 1929 specifications and to stand the required load of 6000# per lineal foot or better.

Yours very truly,
COLLINS CONCRETE PIPE CO
BY JJ Collins

JJC:OC

Snb

MEMBER ASSOCIATED GENERAL CONTRACTORS

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

April 18, 1932

142 G.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 142-G, Paradise Creek-Elkton section of the Umpqua Highway.

According to our understanding, a further investigation of the McNutt contract has been made by Construction Engineer Smith, who changes the estimated quantity of solid rock from 94,900 C.Y. to 75,000 C.Y. On account of the unbalanced bid of 2¢ per cubic yard for this item, we would not be willing to participate in any increase of cost due to re-classification of the materials after the project agreement is executed. We are accordingly suggesting that when the project agreement estimate is prepared, that it show the revised quantity of 75,000 C.Y. of solid rock with a corresponding increase of unclassified material.

It is suggested that the agreement estimate be submitted as soon as possible.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Gas

PR 1429

April 5, 1932

Mr. Earl L. McNutt,
551½ E. Broadway,
Eugene, Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Form 39—1248—2M—10-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March 26th. 1932 , 193

Job name Paradise Creek - Elkton

Week from Mar. 20th. to 26th.

Mail address Elkton, Oregon.

Highway Umpqua 5142

Telegraph or telephone address Elkton, Oregon.

County Douglas Job prefix 10 P V

Express and freight address Elkton, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

McNutt starts clearing right of way Tuesday morning. 36 men at work on Tuesday and this number has grown to 80 at noon Saturday. All men working are getting so much a station or section plus $ 1.50 per cord for all the wood they cut on their section. Is hauling in lumber and erecting cabins for a camp at Station 840. Contracted the box culverts to Hargreaves and Lindsay of Eugene.

Party reference points from station 601 + 50 to 680 and from 775 to 885 and make small vicinity maps for the box culverts. Party started work on Tuesday. Ray Webber started in as timekeeper Thursday morning. Keeping a strict record of all costs and time of all men employed in connection with the job.

Told contractor to get some torches on the job and put them out where logs and wook was left in the road over night.

RECEIVED
APR 6 - 1932
OFFICE OF
MAINTENANCE ENGINEER

RECEIVED
MAR 28 1932
OFFICE OF
CONSTRUCTION ENGINEER

(See back of this sheet for instructions and detailed information)

Signed G. E. Roberts

Title Res. Engr.

EAC:VR

GRADING CONSTRUCTION

Total miles of grading in project 8.02

Miles completed XXXXXXXXX

Miles completed except finishing XXXXXXXXX

Total cubic yards in project 270,000

Cubic yards moved to date XXXXXXXX

Miles covered by contractor's forces 3.00

Miles cross-sectioned XXXXX

Miles cross-sections completed and checked XXXXXX

Miles to be measured X XXXXXX

Number men in Engineering Party 5

Contractor's average force for week 57 (5 days) *men,*

XXXXX *teams,* XXXXXXX *steam shovels*

Grading work will be completed about Sept. 30th. 1932

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

RECEIVED
MAR 28 1932
OREGON
STATE HIGHWAY COMMISSION

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 10 P V *Percentage* 80
2. 10 P T *Percentage* 20
3. *Percentage*
4. *Percentage*

FORM 2-D-1 F-22570 1000 7-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
OFFICE OF ~~WM. E. CHANDLER~~, DIVISION ENGINEER
GRANTS PASS, OREGON

RECEIVED
MAR 24 1932
OREGON
STATE HIGHWAY COMMISSION

March 23, 1932

PR 147-G

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: Carl F. Smith ✓

Dear Sir:

I have been asked to keep costs on the Paradise Creek-Elkton grading contract, recently awarded to Earl McNutt. I intend to have a member of our engineering party at Elkton keep this. The job is split in to two units and Mr. Probert can give you a list of the different bid items on each unit.

Will you have a suitable set of books started and sent down with sufficient additional sheets to Glenn Roberts at Elkton. I would like the system to be as simple as possible, but one that will show complete costs. This job will probably run from March 18th to some time in November of this year. Clearing costs will consist of labor, powder, probably some equipment rental. For the grading there will be labor, equipment rental for shovel and probably four "Cats", one compressor, 12 Ford trucks, one grader. This will give you an idea of the items to be expected.

As you know, McNutt's bid on excavation items for this job was unbalanced, and this information is desired so that the commission will know the actual cost of doing the work, also, should there be an argument over the classification at the termination of the job, we will have an accurate record of the entire transaction. If you desire additional information before setting up this cost system for Roberts, you might talk to Probert or Mr. Baldock, or, if H. G. Smith has kept costs on some job in the past, he might have some idea of the form desired.

The work has been started, so I will apreciate having this made up and sent down as soon as possible.

Very truly yours

E A Collier

E. A. COLLIER
Division Engineer

Information given to
E.A. Collier 3/28/32.

EAC:VR

FORM 9-A-1 721 5M 8-31
COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

PP1429

March 14, 1932

IN REPLY PLEASE REFER TO FILE NO.

Members of State Highway Commission

Gentlemen:

With relation to the recent bids received on the East and West Units for the grading of the Paradise Creek-Elkton Section of the Umpqua Highway in Douglas County I would recommend that all bids be rejected and the contract readvertised on the basis of single classifications for the following reasons:

The apparent low bidder was Earl L. McNutt who submitted a very erratic bid of thirty-two cents for common and two cents for solid rock. This bid was, in my opinion, not only unbalanced but irregular and I believe that at the outset of this new Commission the new Highway Engineer should take the opportunity to advise the contractors that such bids will not be considered. The acceptance of this type of bid might arouse the suspicion that one contractor has more inside information with reference to the classification than another. It is opposed to the prevailing method of bidding wherein a bid comparable to a type of material to be encountered is submitted and is so unbalanced that a slight variation in the final quantities of common or solid rock will make a material difference in the final pay quantities.

However, there is this feature to consider. Mr. McNutt in making this unbalanced bid overstepped himself and the bid is so unbalanced that he would still be low were the 93,000 cu. yds. of solid rock on both units reduced to approximately 30,000 which is hardly probable. In other words we would apparently be perfectly fair in awarding him this bid in securing the lowest cost of the work on the basis of the various bids submitted. Furthermore, I had the job examined carefully by Mr. F. G. [illegible] the newly appointed Construction Engineer who has had years of experience in this

OREGO

H. B. GLAISYER, SECRETARY

BURNS, SALEM

PORTLAND

type of work and he states without equivocation that there is actually exposed and developed by test pits rock to the amount of approximately 57,000 cu. yds. on both units and that following the usual practice of allowing an additional quantity for probable rock in the bottom of deep cuts and the factor of overbreak etc. it would be unsafe to estimate less than 75,000 cu. yds. of rock on both units. On this basis Mr. McNutt would certainly be low on the final outcome of the job, but notwithstanding this condition, I would recommend that all bids be rejected and the project readvertised on the basis of single classification, in other words the same price for either common or solid rock, because I am of the opinion that the award of a contract based on so irregular a bid would be a dangerous precedent to establish in the State Highway administration.

Very truly yours

R. H. Baldock

State Highway Engineer

RHB:PW

Capital Press

Published every Friday at 2878 North Capitol Street, Salem, Oregon

Entered as Second Class Mail Matter May 4, 1928, at the Postoffice at Salem, Oregon, under the Act of March 3, 1879.

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A. M. CHURCH
Editor

STANFORD C. SPARKS
Advertising Manager

JUST A LITTLE ERROR

Many people have noted the Capital Press' continual crabbing about the inefficiency (or something) of the highway department, but do not know exactly what it is all about. Here is an instance which will perhaps help to illustrate what this paper is kicking about:

A strip of road a little more than four miles long was to be built. A highway engineer surveyed the route and reported that there would be 74,000 yards of rock and [illegible] yards of dirt to be moved. So the

the risk, when you can buy cheap-
who pay taxes to support your
GHTS - PLAYERS
e to Get in on
EATEST SALE
In Half and Less.
Beautiful Pianos
FICED!
pu

[illegible]

COMMISSIONERS
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H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

PR 1429

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. D. CLARKE, DIVISION ENGINEER
SALEM

March 14, 1932.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

I have recently made an inspection of the classification on the Paradise Creek-Elton Section of the Umpqua Highway to determine the policy to pursue regarding the bid of E. L. McNutt. This firm submitted a bid of two cents per cubic yard for a solid rock excavation with a comparatively high bid on the common excavation. While this would seem to indicate that McNutt considers the job over-classified, and expected us to find little solid rock when the work was opened up, it probably merely indicates that McNutt has taken this expedient to secure the job without really under-bidding the other contractors, and will expect to receive practically the price for common excavation for the entire job.

This job was classified on the two classification basis, which, theoretically was originated in an attempt to have a clear line of demarkation between common and solid rock, but in practice this has not worked out, and the material is given a percentage of each based upon the difficulty of doing the work as compared to solid rock. The theory is that only hard ledge rock in place shall be classified "Solid Rock" and that everything else shall be classified as "Common." It is expected that the contractor will determine the difficulty of handling each material and bid accordingly, but the two classification theory has broken down in nearly all instances on account of the failure of the contractor to bid high enough on the common and their demands for adjustments have resulted in a percentage classification similar to the three classification basis.

The single classification basis is another attempt to remove the uncertainties from classification, but presupposes that the contractor has familiarized himself with the most minute details of the materials and requires an intensive test pitting of the project. Contractors are unwilling to devote the time necessary to prepare a logical one classification bid.

It is, ofcourse, possible that McNutt considers that the two classification theory should be enforced more rigorously and is willing that only the most hard ledge rock be classified as rock. But it is hardly reasonable to suppose this, as he is a contractor of many years highway experience, has done work on this same highway closely adjacent to the project in question and has frequently discussed the classification of cuts with respect to the difficulty of their excavation. Therefore, it would not seem possible that he is advocating the abandonment of the practice in this division merely so that he can obtain a single contract, by insisting on an unusually rigorous interpretation of the specifications. This would damage him more in future work than he would gain on this particular job.

It is very necessary in preliminary estimates to anticipate considerably more rock than is shown by the test pitts or on the surface, as it has been found from experience that rock is frequently encountered in the bottom of cuts and along the ditch lines; but in this particular instance, I have considered it advisable as a check against the various estimates of Engineer Burns, Robertson and Collier, to consider only the rock actually visible or developed. On the west unit this rock is largely sandstone but on the east unit it is a fractured shale.

By making an entirely new classification without reference to that of the previous engineers, I find that the west unit has 45,800 cubic yards of rock actually exposed and developed by test holes. The east unit has sufficient hard shale rock shown by test holes that the ordinary methods of classification would give 11,600 cubic yards of rock. The total of the two units is 57,400 cubic yards, and following the usual practice of allowing for over-runs it would be unsafe to estimate less than 75,000 cubic yards.

In view of the foregoing, it appears impossible for McNutt to do the work at the prices bid and under the classification planned by the engineers, and therefore it would be extremely illogical and unfair to the other contractors to let the contract to McNutt, and for that reason it is recommended that all bids be rejected, and that the work be re-advertised on a single classification basis. On account of the great publicity attending this award, the usual objections to single classification will be avoided. The contractors will be interested and curious enough to again go over the project to check their former ideas and from having the original classification will be able to make an intelligent unit price bid on the job. It will also relieve them of fears that anyone has any inside information concerning the methods of classification to be used and thus relieve the engineers of any criticism which might arise from awarding the contract to McNutt. It will give the contractors an opportunity to express their ideas in clear cut figures without the fear that anyone has some scheme of obtaining the work by unfair practices.

Yours very truly,

H G Smith

H. G. SMITH,
CONSTRUCTION ENGINEER..

HGS/h

PR*

PR 1429

March 14th, 1932.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

The tabulation of bids received for grading the West and East Units of the Paradise Creek-Elkton Section of the Umpqua Highway shows that Earl L. McNutt is the low bidder on both units with a total of $92,006.50. However, it is apparent from his bids of $0.32 and $0.24 per cubic yard for Common Excavation on the West and East Units respectively, and his bid of $0.02 per cubic yard for Solid Rock Excavation on both units, that his bid for these excavation items are unbalanced on his assumption that considerably less solid rock will be found on the projects than is shown by the estimate on which bids were received.

Accordingly, computations have been made, based on McNutt's assumption that during construction the solid rock quantities will be found to be less, to determine the minimum quantity of solid rock there could be on each unit which would still permit McNutt's bid to be low.

On the West Unit, which requires a total of 159,000 cubic yards of excavation, it has been found that if the solid rock item during construction were reduced from the estimated 74,000 cubic yards to 24,396 cubic yards, and the common excavation item were increased by the same amount, the total of McNutt's bid would be $64,930.00, and the bid of the W. H. Puckett Company, whose bid is the most favorable under this revised classification, would be, likewise, $64,930.00. If the quantity of solid rock were found to be less than 24,396 cubic yards, the bid of E. L. McNutt would be more than that of the W. H. Puckett Company, whose bid would be the lowest of all bids received.

Likewise, on the East Unit, which requires a total of 111,000 cubic yards of excavation, it has been found that if the solid rock item, during construction, were likewise reduced from the estimated 21,000 cubic yards to 5,540 cubic yards and the common excavation item were increased by the same amount, the total of McNutt's bid would be $45,358.00 and the bid of Johnson Brothers the most favorable bid under this revised classification would be, likewise, $45,358.00. Any further reduction in the quantity of solid rock found would result in the bid of Johnson Brothers being the lowest of all bids received.

However, if the quantity of solid rock were found to be more than the amount shown above for either unit, E. L. McNutt's bid would be low on that unit.

Using the revised classification of 24,396 cubic yards of solid rock excavation and 134,600 cubic yards of common excavation on the West Unit, and 5,540 cubic yards of solid rock excavation and 105,460 cubic yards of common excavation on the East Unit, McNutt's bid for these items would be:

West Unit

134,604 cu. yds.	Common Excavation	at	$0.32	$ 43,073.28
24,396 " "	Solid Rock Excavation	"	0.02	487.92
159,000 cu. yds.				$ 43,561.20

Average price per cubic yard $ 0.274

East Unit

105,460 cu. yds.	Common Excavation	at	$0.24	$ 25,310.40
5,540 " "	Solid Rock Excavation	"	0.02	110.80
111,000 cu. yds.				$ 25,421.20

Average price per cubic yard $ 0.229

The total amount of McNutt's bid based on the above quantities would be:

West Unit -	$ 65,430.20
East Unit -	45,858.20
	$111,288.40
Lump Sum Reduction - - - -	1,000.00
	$110,288.40

Very truly yours,

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

FORM 2-S-1 64 1000 8-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

PR 142 g

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
SALEM

March 12, 1932

Mr. R. H. Baldock
Office

Dear Sir:

The low bidder for grading both units of the Paradise Creek-Elkton Section of the Umpqua Highway is Earl McNutt. He submitted the very erratic bid of 32¢ for common and 2¢ for solid rock, believing that our classification of solid was entirely too much. Mr. McNutt would still be the low bidder if there proved to be only approximately one-third as much rock as estimated. Construction Engineer H. G. Smith made an independent classification yesterday which totaled 57,000 yards for the two units. Ten percent additional for overbreak was not added to Mr. Smith's estimate, and he considers it a tight estimate on rock. It is probable that the classification on which the contractors bid shows 10% too much rock, but until the job is done, there can be no certainty of this.

Frequently the solid sandstone formation predominating along the Umpqua is covered with a comparatively thin coating of earth and shale. Glenn Roberts has dug a number of test pits during the last week and made soundings with a post hole auger in the deep cuts. Some of the material encountered, particularly on the east unit, is on the border line between solid and common, being a decomposed shale which might possibly be dug with a big shovel, but would probably be shot by the average contractor. The cost of drilling and shooting would, however, be light and the classification would be somewhat difficult to make, particularly if the contractor were receiving only 2¢ per cubic yard for the harder material.

Earl McNutt has been a very satisfactory contractor in this division, having handled several contracts in a businesslike manner. In general, he has finished his work on time or ahead of time, has done a good job and has made very few claims for additional payment.

Bids of this type should be discouraged and the acceptance of this bid might arouse suspicion. A number of contractors bid the same for both common and solid on this job. Taking these facts into consideration, I wish to recommend that all bids be rejected, the job re-advertised for the next meeting, and the excavation be made single classification. This would eliminate all possibility of similar unbalanced bids, and will eliminate any question of classification on material which in any case is rather difficult to definitely classify.

Very truly yours

E. A. Collier
Division Engineer

EAC:EF

pR142g

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

March 1, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are today recommending for approval the plans, specifications and estimate for Oregon Federal Aid Project No. 142-G, the Paradise Creek-Elkton section of the Umpqua Highway.

Very truly yours,

W. H. Lynch
W. H. LYNCH
District Engineer

FERRE
Pinkert

CONTRACT #1328,

SEE:

CONTRACT# 1278,

32

1328 S : Contract 1278

CONTRACT#1329

PR 26D C'Xing North of Klamath Falls 19

1329

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

May 31, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning under separate cover the approved plans for Oregon projects E-132-D and E-146-B.

Also returned is signed title sheet for Oregon F.A.P. 26-D.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

STENCIL NO. 124

RECEIVED
AUG 19 1932
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P. No.26-D

Post Office Building
Portland, Oregon.

August 18, 1932.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By LVCaufield
L. V. Caufield
Highway Engineer.

Encl.

A4pv12550

Form P. R. 2

State Oregon

Project No. 26, Section D.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5818

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of July, 1932 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of April, 1931, a project statement, which was approved by the Secretary on the 5th day of May, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 1st day of March 1932, and approved by the Secretary on the 9th day of August, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of nine thousand, six hundred four and 10/100 dollars ($ 9,604.10) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count .... of
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by
(State how placed under direct control of Highway Department)

*(c) By the Southern Pacific Co., 50 per cent of the cost of construction, in accordance with Order No. 1967 by the Public Utilities Commission of Oregon.

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following ~~road and/or~~ bridge ~~and approaches~~ as described in detail in said surveys, plans, and specifications:

~~Between~~ Overcrossing structure at the crossing of the Southern Pacific Railroad, between survey stations 14+68.64 and 16+33.64 in the S.W.¼, Sec. 20, T.38 S., R.9 E., W.M. within the terminal limits of Section D of said project,

terminal points, a distance of 0.031 miles, known locally as The Dalles-California Highway, between Klamath Falls and Fort Klamath, Klamath County, being Oregon Federal Aid Project No. 26, Section D, consisting of one bridge of more than 20 ft. clear span, only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State -- (Include amount, date, and citation of act of legislature by which authorized)

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, prior to or immediately upon the completion of the improvement contemplated under this agreement, it will construct suitable road connections between the ends of the overcrossing structure and the existing highway to the north and south.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of nine thousand, six hundred four and 10/100 dollars ($9,604.10), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of nineteen thousand, two hundred eight and 20/100 dollars ($19,208.20), the approved total estimated cost of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ________________________________ (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ________________ (Name)~~

~~(Strike out if not appropriate.)~~

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to --

STRICK

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the --, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: --
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

----

*(b) By the --, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: --
(Include reference to statute authorizing funds and probable amount annually available)

STRICKEN OUT

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: --

----
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 9th day of August, 1932

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By Leslie Scott
Chairman, State Highway Commission
(Title of officer)

By E. B. Aldrich
Member, State Highway Commission
(Title of officer)

[SEAL]

By C. K. Washburne
Member, State Highway Commission
(Title of officer)

By --
(Title of officer)

By --
(Title of officer)

[SEAL]

Actg C. F. Marvin
Acting Secretary of Agriculture.

5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 26, Section D, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 19,208.20 as the total estimated cost of said project, and the sum of $ 9,604.10 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 9th day of August one thousand nine hundred and Thirty-two

C. F. Marvin
Acting Secretary of Agriculture.

CMS

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—1830

26D

August 18, 1932

J. W. Fitzgerald, Superintendent
Southern Pacific Company
Dunsmuir, California

Gentlemen: Re: your file 312-104

Reply is made to your letter of August 11 requesting the date of completion and acceptance of the contract awarded by the State Highway Commission to Barham Bros. for the construction of the overhead structure over the Southern Pacific tracks at Klamath Falls.

The contract to which you refer is State Highway Contract No. 1329. Our records disclose that this contract was completed on July 16, 1932. The records further show that it was accepted by the State Highway Commission on August 5, 1932, and that the State Highway Engineer was authorized by the Commission to prepare and make final payment to the contractor for this work.

I trust the above information is satisfactory.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

1 32-2M

Southern Pacific Company

8-2000

DUNSMUIR, CALIFORNIA

J. W. FITZGERALD,
SUPERINTENDENT

IN REPLY PLEASE REFER TO

312-104

August 11, 1932.

RECEIVED
AUG 13 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

With reference to your letter of May 10th and prior correspondence relative to agreement between this company and the State of Oregon by and through the Highway Department covering the location, construction and maintenance of the overhead highway bridge as located on the right of way of this company in the vicinity of Klamath Falls, Oregon:

We wish to advise in this connection that on this date letter has been received in this office from the Great American Indemnity Company of New York, the surety company for Barham Brothers of Salem, Oregon, as contractors on the project, stating that work as specified in said contract was completed and accepted by the Oregon State Highway Commission as of August 5th, 1932.

The Indemnity Company in accordance with information stated, requests this company to furnish letter of termination in connection with bond as executed by Barham Bros. as indemnity for this company during course of the work.

Will you please confirm information above given in order that we may handle promptly with the Great American Indemnity Company.

Thanking you for your courtesy and reply,

Yours very truly,

JWFitzgerald

ANSWERED
H. B. G.

August 13, 1932

H. B. G.

Barham Bros. Contract No. 1329 - Overcrossing on The Dalles-California Highway in Klamath County near Klamath Falls -

Contract was completed July 16, 1932 - was accepted by Hwy. Comm. Aug, 5, 1932 - Total paid was $17,198.16.

J. McF.

18 PN-1

S/P over-crossing (Barham)

	[illegible]	[illegible]	Total
		110.31	954.70
Engr.	[illegible]	— 93.[illegible]	938.29
			17,198.16
801	16438.45	—759.71	16438.45
519	10.16	— 10.16	~~10.16~~
829	16.17	— 10.16	~~16.17~~
839	58.33	—	58.33
821		— 58.34	58.34
	$17367.50	$ ~~752.24~~ 928.36	$17,519.74 $17,295.86

1932

839 Claim No. 1 — $58.33 —

821 Voucher 8466 — $58.34 -

State 11151.06

County 58.33

R.R. 6,310.35

17,519.74

RECEIVED
MAR 2 1937
FOR FILING

Attention: F. W. [illegible]

plicate for your
20, 1932, in connection
overhead crossing.

ly 20, 1932 and the
tal cost of the project.

yours,

BALDOCK,
Highway Engineer,

S. H. Probert,
Office Engineer.

August 16, 1932

RECEIVED
MAR 2 1937
FOR FILING

Southern Pacific Company
Dunsmuir, California

Attention: J. W. Fitzgerald

Gentlemen:

Attached hereto is our bill in duplicate for your company's share of the expenditure to July 20, 1932, in connection with the construction of the Klamath Falls overhead crossing.

This contract you completed on July 20, 1932 and the figures given on this bill represent the total cost of the project.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. A. Hardie/GS

1000—D-14361—11-29

Salem, Oregon, August 16th, 1932

Southern Pacific Company,

Dunsmuir, California,

To OREGON STATE HIGHWAY COMMISSION, Dr.

To reimburse the State of Oregon for 50 per cent of the expenditures from July 10th to July 20th, 1932, for the construction of the Klamath Falls overhead crossing in accordance with Public Utilities Commission of Oregon Order No. 1967.

FINAL ESTIMATE

Barham Bros., Contract No. 1329

Excavation	521.06	cu. yds.	at	$2.50	$ 1,302.65
Class "A" Concrete	448.38	" "	"	16.00	7,174.08
Class "D" Concrete	167.46	" "	"	16.00	2,679.36
Metal Reinforcement	112,389	lbs.	"	0.045	5,057.50
Concrete Handrail	343	lin. ft.	"	2.50	857.50
Cement Adjustment	48.5	bbls.	"	2.62	127.07

Sub-total, payment to contractor.... $ 17,198.16

Labor and Materials furnished by the State:

Actually incurred engineering expense..........................	$ 1,281.77
Two bronze name plates..	16.17
Two bulls-eye reflectors..	10.16

Total cost of project.............	$ 18,506.26
Southern Pacific Company's share - 50%.......	9,253.13
Less previous payments...........................	8,187.30
Amount due this estimate.........................	$ 1,065.83

R. R. Cooperation,
18 FM-1-506

Southern Pacific Company
Dunsmuir, California.

To reimburse the State of Oregon for 50 per cent of the expenditures from July 10th to July 20th, 1932 for the construction of the Klamath Falls overhead crossing in accordance with Public Utilities Commission of Oregon Order No. 1967.

FINAL ESTIMATE

Batham Bros., Contract No. 1329

Excavation	521.06	cu. yds. at	$2.50	$ 1.302.65
Class "A" Concrete	448.38	" " "	16.00	7.174.08
Class "D" Concrete	167.46	" " "	16.00	2.679.36
Metal Reinforcement	112,389	lbs "	0.045	5.057.50
Concrete Handrail	343	lin. ft. "	2.50	857.50
Cement Adjustment	48.5	bbls. "	2.62	127.07

Sub-total, payment to contractor $ 17,198.16

Labor and Materials furnished by the State -

Actually incurred engineering expense	$ 1281.77
Two bronze name plates	16.17
Two bulls-eye reflectors	10.16
Total cost of project	$ 18506.26
Southern Pacific Company's share - 50%	9,253.13
Less previous payments	8,187.30
Amount due this estimate	$ 1,065.83

RR Cooperation
RPN-1. 302

Salem, Oregon, July 12, 1932

TATE HIGHWAY COMMISSION, Dr.

ate of Oregon for 50 per cent of the expenditures from
r the construction of the Klamath Falls overhead cross-
blic Utilities Commission of Oregon Order No. 1967.

1034

2 Bulbs. exp reflectors 10.16

1329

21.87	cu. yds.	at	$ 2.50	$ 1,304.68
33.31	"	"	16.00	6,932.96
180.0	"	"	16.00	2,880.00
,205	lbs.	"	0.045	5,004.22
30	lin. ft.	"	2.50	825.00
				$16,946.86
Less Contract Retention				1,309.65
				$15,637.21
Actually incurred engineering expense				737.40
				$16,374.61
Southern Pacific Company's Share - 50%				8,187.30
Less Previous Payment				6,310.35
Amount due this estimate				$ 1,876.95

RR Cooperation
18 FH-1-506

128—1000—D-14861—11-30

Salem, Oregon, July 12, 1932

Southern Pacific Company,

Dunsmuir, California.

To OREGON STATE HIGHWAY COMMISSION, Dr.

To reimburse the State of Oregon for 50 per cent of the expenditures from June 1st to July 10th for the construction of the Klamath Falls overhead crossing in accordance with Public Utilities Commission of Oregon Order No. 1967.

Barham Bros., Contract No. 1329

Excavation	521.87	cu. yds.	at $ 2.50	$ 1,304.68
Class "A" Concrete	433.31	" "	" 16.00	6,932.96
Class "B" Concrete	180.0	" "	" 16.00	2,880.00
Metal Reinforcement	111,205	lbs.	" 0.045	5,004.22
Concrete Handrail	330	lin. ft.	" 2.50	825.00
				$16,946.86
Less Contract Retention				1,309.65
				$15,637.21
Actually incurred engineering expense				737.40
				$16,374.61
Southern Pacific Company's Share - 50%				8,187.30
Less Previous Payment				6,310.35
Amount due this estimate				$ 1,876.95

RR Cooperation
18 PH-1-506

June 7, 1932.

Southern Pacific Company,
Dunsmuir, California.

Gentlemen: **Attention: Mr. J. W. Fitzgerald**

Herewith is enclosed our bill in duplicate for your company's share of the expenditures to June 1, 1932, in connection with the construction of the Klamath Falls overhead crossing.

In accordance with our understanding of the agreement with your company, we will bill you monthly for your share of the expenditures by the State of Oregon in the building of this structure.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by L. E. Parsons/EK
Inc.

cc. Mr. C. B. McCullough,
Office.

7/5/32

Paid

1000—D-14861—11-30

Salem, Oregon, June 7, 1932

Southern Pacific Company,

Dunsmuir, California.

To *OREGON STATE HIGHWAY COMMISSION*, Dr.

To reimburse the State of Oregon for 50 per cent of the expenditures to June 1, 1932 for the construction of the Klamath Falls overhead crossing in accordance with Public Utilities Commission of Oregon Order No. 1967.

Barham Bros., Contract No. 1329

Excavation	521.87 cu. yds.	at $2.50	$ 1,304.68
Class "A" Concrete	433.31 " "	" 16.00	6,932.96
Metal reinforcement	111,205 lbs.	" .045	5,004.22
			$13,241.86
	Less Contract Retention		1,043.59
			$12,198.27
Actually incurred engineering expense			422.43
			$12,620.70
	Southern Pacific Company's Share, 50%		6,310.35

Credit 18 PH-1-506

RR Cooperation

Klamath Falls Overcrossing

Order # 1967

Structure cost – (Include Engineering)	State of Oregon 50% S P Company 50%
Embankment approaches	State of Oregon 100%

Agreement of March 31

Paving of roadway	State of Oregon 100%
Railroad expenditures for relocation of wire lines, repairs and restoration of tracks, costs of inspectors, flagmen & watchmen + frt charges & labor or 10%	State of Oregon 50% S. P. Company 50%
Maintenance of structure after completion, exclusive of pavement repairs	State of Oregon 50% S. P. Company 50%

May 19, 1932

Memo to Mr

Pursu noon, I

am sending Mr.

Fitzgerald c il 13,

and also a o

It is n ice

these people onstruc-

tion of the K.

WAR:AP
Enclosures

---

18 PN-1

June 221.67

Payable

June. Bost. 515.73

737.40

10.16

819-

703d deduct.

May 19, 1932

Memo to Mr. L. E. Parsons:

Pursuant to our conversation of this afternoon, I am sending you herewith copy of letter written by Mr. Fitzgerald of the Southern Pacific Company on April 13, and also a copy of our reply thereto.

It is my understanding that you plan to invoice these people once a month for their share of the construction of the Klamath Falls Overcrossing.

WAReeves

W. A. Reeves
Office Engineer, Bridge Dept.

WAR:AP
Enclosures

IONERS
M. SCOTT, CHAIRMAN, PORTLAND
B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 20, 1932.

Southern Pacific Company
Dunsmuir, California.

COPY

Attention Mr. J. W. Fitzgerald

Gentlemen:

In reply to your letter of April 13, please be advised that we will comply with your request and furnish you with a monthly statement of expenses payable by your company under the terms of the agreement between them and the Oregon State Highway Commission for the construction of the Overcrossing at Klamath Falls.

Very truly yours,

C. B. McCullough
Bridge Engineer

By

W. A. Reeves
Office Engineer

WAR:AP

SOUTHERN PACIFIC COMPANY

Dunsmuir, Calif.

April 13, 1932.

312

COPY

Mr. C. B. McCullough
Bridge Engineer
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

In connection with your letter of March 18th and prior correspondence pertaining to contract let to Barham Bros. of Salem for construction of overhead highway bridge on the property of this company in the vicinity of Klamath Falls:

During the course of the proposed work, we wish to ask if you will please favor this office with monthly bill in duplicate covering that portion of the work as payable by this Company under the terms of the agreement as executed with the State of Oregon.

For your information, desire to state that arrangements will be made to submit regular monthly bill to your department for any expense as may be incurred by us during course of the work, such expense as chargeable to the Oregon State Highway Department.

Awaiting your favorable reply, I am

Yours truly

J. W. Fitzgerald

P.U.C. OREGON ORDER NO. 1967.

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the matter of the application of)
the State of Oregon, through its State)
Highway Commission, for an order per-)
mitting and authorizing a crossing of)
The Dalles-California Highway, over)
the tracks of the Southern Pacific)
Company at a point near and opposite)
First Avenue, sometimes known as Biehn)
Street, Klamath Falls, Oregon.)

F-1610

This is a proceeding on the application of the Oregon State Highway Commission requesting permission to construct an overhead crossing of its The Dalles-California Highway over the tracks of Southern Pacific Company just north of the north city limits of the city of Klamath Falls between Highway Engineer Station 15 plus 68.64 and 16 plus 33.64, which is equivalent to Railroad Engineer Station 349 plus 62.

Formal hearing herein was held before Examiner Herbert H. Hauser in the office of the commission, State Office Building, Salem, Oregon, on Tuesday, the 16th day of June, 1931, beginning at the hour of ten o'clock A.M., the applicant appearing by J. W. DeSouza, Assistant Attorney; Paul P. Farrens, of counsel, representing Southern Pacific Company.

The record herein discloses that the said applicant has relocated that portion of The Dalles-California Highway in Klamath County between Terminal City and the north city limits of Klamath Falls. In order to eliminate dangerous curves and provide a more convenient entrance to said city it proposes to construct, in accordance with blue print accompanying said application and a part hereof, showing in general the design and type, a reinforced continuous span concrete bridge 165 feet in length with a roadway 40 feet in width, with two 5 foot sidewalks.

At the time of taking testimony declaration was made that the applicant and respondent agreed that the proper width of roadway for said proposed structure required by public convenience and necessity will be 30 feet with two 5 foot sidewalks, and testimony was accordingly presented by the parties hereto in support thereof. Amended blue print showing this alteration in plan was subsequently filed.

It further appears from the record that the cost of the structure now proposed will be approximately $24,713.00. This provides for the necessary crossing structure with a small amount for excavation. Such bridge will also provide for the present railway track of said railroad and two future tracks and for the required vertical and horizontal clearances. The approaches to said structure will be of fill construction, the cost of which will be borne by the applicant.

From a consideration of the foregoing facts, the testimony and entire record herein and from a personal inspection of the locality involved, the commission being fully advised in the premises and sufficient cause appearing therefor, makes and enters the following findings:

FINDINGS

That the said application as amended should be granted and the right and authority given to the Oregon State Highway Commission to construct an overhead crossing of its The Dalles-California Highway in the location hereinbefore specifically designated and described; said structure to provide for a 30 foot roadway with two 5 foot sidewalks;

That such overhead crossing shall be constructed in a good and workmanlike manner according to plans and designs to be filed by said applicant with this commission and with the said railroad company, and subject to the approval of this commission and the railroad company, subject to such minor alterations as may be agreed upon between the said Southern Pacific Company and Oregon State Highway Commission as may be proper in the premises and not inconsistent with the spirit and intent of this order;

That the crossing structure shall be so constructed as to make allowance for future railroad track facilities and provide for the vertical and horizontal clearances prescribed by this commission's General Order 99;

That the establishment and dedication to public use of the said proposed overhead crossing will make possible and desirable the elimination of grade crossing located approximately 1,000 feet northerly thereof;

That the cost of construction of said proposed overhead crossing be borne in equal proportions by the Oregon State Highway Commission and said Southern Pacific Company, and that said applicant bear the cost of abandoning, vacating and closing the said present existing grade crossing above referred to.

ORDER

ORDERED that the said application be and it hereby is granted, and the said Oregon State Highway Commission is hereby authorized to construct the said proposed overhead crossing in accordance with the findings hereinbefore set out, which said findings by this reference are made a part hereof.

ORDERED FURTHER that the cost of construction of said proposed overhead crossing shall be borne in equal proportions by the Oregon State Highway Commission and Southern Pacific Company, the said applicant to bear the cost of abandoning, vacating and closing the present existing grade crossing herein referred to;

ORDERED FURTHER that upon the completion and dedication to public use of the said proposed overhead crossing, the present crossing at grade located approximately 1,000 feet northerly thereof be and it hereby is required to be abandoned, vacated and closed.

Dated at Salem, Oregon, this 17th day of July, 1931.

CHARLES M. THOMAS
Public Utilities Commissioner
of Oregon.

ATTEST:

HERBERT H. HAUSER

Secretary.

#1329
Klamath Co
N.

26D

August 3, 1932

Commercial Casualty Insurance Company,
James Nicholson, Agent,
First National Bank Bldg.,
Salem, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1329 for the construction of an overcrossing on the Dalles-California Highway in Klamath County near Klamath Falls has been completed by the contractors, Barham Brothers, and that final settlement will be made by the State with said contractors for work done under said contract on or after August 12th, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $17,198.16 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1329

OK 76D

July 28, 1932.

Memorandum to Mr. Glaisyer:

All work on Contract No. 1329 - Klamath Falls Over-Crossing, Barham Bros., contractors, was completed on July 16. We would be pleased to have you get permission for us to make final payment on this job.

C. B. McCullough
Bridge Engineer

By W A Reeves
W. A. Reeves
Office Engineer

WAR:AP

OK R H Baldock

approved by Commission 8/5/32 RHB

RR 26-D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

July 9, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon.

RECEIVED
JUL 11 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:-

Reference is made to first voucher submitted by you for Oregon F.A.P. No. 26-D, covering the period March 29, 1932 to June 1, 1932, in the amount of $8,209.94.

Your attention is invited to the fact that you have shown the "Pro rata of U.S." as 62% whereas 50% is the correct ratio. The Railroad Company is to pay 50% of the cost of this structure and the Government 50%, as stated on the project agreement estimate dated April 21, 1932. The voucher is, accordingly being reduced in the amount of $1,589.02) and will be recommended for payment in the sum of $6,620.92. Will you kindly take these changes into account when preparing future vouchers. (393

Very truly yours,

E. LYNCH
District Engineer

By J A Elliott
J. A. Elliott
Sr. Highway Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

June 9, 1932

RECEIVED
JUL 11 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

The first voucher for Oregon F.A.P. No. 26-D has been received here, but the copies of contract and bond for this project have not yet come to hand. Will you please forward them promptly in order that the voucher may be forwarded for payment.

Very truly yours,

W. H. LYNCH
District Engineer

By J A Elliott
J. A. Elliott
Sr. Highway Engineer.

May 20, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Klamath Falls Overcrossing, Project No. 26-D.

Five blueprint copies of the title sheet for the plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/MR.

encl.

Oregon State Highway Department Project No. 98-D

KLAMATH FALLS OVERCROSSING OF

THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 21, 1932

520 cu. yds.	Excavation	$ 2.50	$ 1,300.00
460 cu. yds.	Class A Concrete	16.00	7,360.00
182 cu. yds.	" D "	16.00	2,912.00
112,000 lbs.	Metal Reinforcement	.045	5,040.00
340 lin. ft.	Concrete Handrail	2.50	850.00
			$17,462.00
		10% Engr. & Cont.	1,746.20
		Total	$19,208.20

Length of structure 165 ft. .031 miles

Federal Aid Requested	$9,604.10 (50%)
Railroad Funds	9,604.10
	$19,208.20

24 D

May 14, 1932

Commercial Casualty Insurance Company
Portland Branch Office
Wilcox Building
Portland, Oregon

Gentlemen:

Attention: Bonding Department

We have your letter of May 12 relative to State Highway Contract No. 1329 awarded to Barham Bros. for the construction of a crossing over the Southern Pacific tracks north of Klamath Falls, Oregon, on The Dalles-California Highway.

You are informed that we have no information relative to the indemnity bond furnished by the contractor to the railroad company and the telephone company, this being a matter entirely between the contractor and such companies.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

JMcF:jn

#1329

Commercial Casualty Insurance Company

PACIFIC DEPARTMENT, 220 BUSH STREET, SAN FRANCISCO, CALIF.

Portland Branch Office

7TH FLOOR, WILCOX BLDG. ATWATER 7521

PORTLAND, OREGON

May 12, 1932

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We wrote the bond covering the contract which Barham Brothers have with you for the construction of a 165 foot concrete bridge over the Southern Pacific tracks about one mile north from Klamath Falls on The Dalles-California Highway, contract No. 1329, Bridge No. 1329.

We understand that the indemnity bond to the railroad company and the telephone company was written by the Aetna Casualty & Surety Company. We will appreciate your advising us if this is correct.

Yours very truly,

Lillian O Hoff

M

Bonding Department

PR 210

April 22, 1932

Lorenz Co.,
Klamath Falls,
Oregon.

Attention of Mr. Geo. P. Davis

Gentlemen:

This acknowledges receipt of your letter of the 21st instant, stating that Barham Brothers, to whom the State Highway Commission awarded the contract for the construction of a viaduct over the Southern Pacific tracks, north of Klamath Falls, are purchasing supplies from you for this job.

In connection with this project, Barham Brothers were required to furnish the State with a surety bond for the protection of all claims and just debts, dues and demands incurred against the project. This bond was written by the Commercial Casualty Insurance Company, for which James Nicholson is the local agent, with offices in the First National Bank Building, Salem, Oregon. We are giving you this information so that you will be informed in the event that you have difficulty in securing settlement of your claim against Barham Brothers.

I am sure that you will find that Barham Brothers are reliable contractors and that you will be pleased with your dealings with them.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

LORENZ CO.
Mill and Industrial Supplies
KLAMATH FALLS, OREGON

Lorenz Co. First

RECEIVED
APR 22 1932
OREGON
STATE HIGHWAY COMMISSION

DISTRIBUTORS:

- *Fairbanks-Morse:*
  - Diesel Engines
  - Motors
  - Engines
  - Pumps
  - Scales
- *Simonds:*
  - Tool Bits
  - Knives
  - Files
  - Saws
- *Sager:*
  - Logging Tools
  - Axes
- *Roebling:*
  - Blue Center
  - Wire Rope
- *Johns-Manville*
  - Pipe Covering
  - Packing
  - Roofing
- *Link & Belt:*
  - Transmission
  - Pulleys
  - Chain
- *Conneaut:*
  - Shovels
- *Austin-Western:*
  - Road Machinery
  - Rock Crushers
- *Mallory:*
  - Logging Blocks
- *A. P. Greene:*
  - Empire Fire Brick
  - Quik-Pach Plaster
  - Sairset
- *Tool-Steel:*
  - Wedges and Sledges
- *Pipe:*
  - Fittings
  - Valves
- *Belting:*
  - Nott's Leather
  - Conveyor
  - Rubber
- *Plumbing-Heating:*
  - Sheet Metal
  - Supplies
- *Hose:*
  - Fire Protection
  - Suction
  - Steam
  - Garden
- *Hardware:*
  - Nails
  - Bolts
  - Tools
- *Corrugated:*
  - Roofing
  - Culvert
- *Electrical:*
  - Supplies

April 21, 1932

Oregon State Highway Com.,
Salem, Oregon

Gentlemen: Attn. Mr. S. H. Probert.
Office Engineer.

Barham Bros., General Contractors on the Viaduct near this city, are purchasing supplies for their use in this construction from us.

Will you kindly bear this in mind, in making settlement with these gentlemen?

Yours very truly,

LORENZ CO.

By
Geo. P. Davis.

GPD:MM

ANSWERED
H. B. G.

PR26D

April 5, 1932

Barham Bros.,
U. S. National Bank Bldg.,
Salem, Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a concrete bridge over the Southern Pacific tracks about one mile north from Klamath Falls on The Dalles-California Highway.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

PR260

STATE LETS PROJECT

Barham Bros. Awarded Over Crossing at Klamath Falls

Barham Bros. of Salem have been awarded the contract by the Oregon state highway commission for constructing an evercrossing bridge over the Southern Pacific tracks at Klamath Falls, and work will be started within a few days.

Barham Bros. submitted the low bid of $17,462 for the work at the state highway meeting here on March 3. Award of the contract was held up pending arrangements with b oth the Southern Pacific and the Oregon state highway commission.

3/30/31

Daily Journal of Commerce
March 30, 1932.

FORM 2-S-1 1446 1M 11-31

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

26 D

March 18, 1932.

Mr. H. B. Glaisyer
Secretary
State Highway Commission
Office.

Dear Sir:

Contract for the construction of an overhead grade separation structure across the right of way of the Southern Pacific Company in the vicinity of Klamath Falls was tentatively awarded to Barham Bros by the State Highway Commission under date of March 3. The final award was held pending further negotiations with the railroad company.

You are hereby advised that negotiations are now complete, and I am advising Barham Bros. of the award of the contract to them, and advising them that they may proceed with the construction work as soon as they have executed the indemnity bond sent them by the railroad company .

I am advising you of this matter in order that you may secure the necessary confirmation or ratification by the State Highway Commission.

Very truly yours,

C. B. McCullough
Bridge Engineer

CBM:AP

OK

Set this for other project [illegible]

Per meeting of March 16, 1932
for confirmation of the
award of this contract
[illegible]

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

March 10, 1932

RECEIVED
MAR 11 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of March 7, 1932, relative to the designating of the Southern Pacific Overcrossing near Klamath Falls as Oregon Federal Aid Project No. 26, section D.

In writing this letter we inadvertently neglected to state that the usual number of title sheets should be submitted.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Sr. Highway Engineer

PR 26 D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

March 7, 1932

RECEIVED
MAR 8 1932
OREGON

R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the plans, specifications and estimate submitted for Oregon Federal Aid Project No. 26-B, Reopened, the Southern Pacific Overcrossing near Klamath Falls.

We are in receipt of advice that this project should be designated as Federal Aid Project No. 26, section D, as in cases where the reopening provides for a structure only, in the portion of the project which was excepted under the original agreement, it is preferred to make a new section of the proposed improvement.

Please change your records so as to designate this project as 26-D.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

PR26D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

March 1, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are today recommending for approval Oregon Federal Aid Project No. 26-B, the overcrossing of the Southern Pacific Railway near Klamath Falls.

BY State
REF

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

D TO
Pinkert

RR 26-D

February 25, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

26-D

Enclosed herewith are six copies of estimate to accompany plans for the Klamath Falls Overcrossing, Project No. 26-R. Likewise are enclosed three copies of Order No. 1967, issued by the Public Utilities Commissioner, which order stipulates the basis on which the railroad is to cooperate on the structure. Under separate cover we are sending five blueprint copies of sheets Nos. 2 and 3 of the roadway plans, these sheets having been revised, and the prints are to be substituted in the plans which were previously sent to you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

This project for the bridge changed to
26-D by request of bureau

Dist. by J. W. Nash/ER.

encl.

J6-8

Oregon State Highway Department Project No. [illegible] (Recp.)

TERMINAL CITY-KLAMATH FALLS SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate with plans of Klamath Falls Overcrossing. Not as basis for modified agreement.)

Salem, Oregon, February 23, 1932.

Final Quantities as Shown by Final Voucher

Roadway

Engineer's final Estimate	$ 29,331.66
Engineering and Contingencies	3,126.94
Total.........	$ 32,458.60

Total Cost on which Federal was Computed, - $32,264.82

Federal Aid Paid	$ 16,132.41
Emergency Advance Funds Paid	$ 16,132.41

Length of Project	2.058 miles	
Klamath Falls Overcrossing 165 ft.	.031 "	(Revised)
Length of Roadway	2.027 "	

Cost per mile $ 16,013.12
Federal Aid Paid per Mile, $7,958.76

NEW WORK

Klamath Falls Overcrossing

520	cu. yds.	Excavation	$ 2.00	$ 1,040.00
460	"	Class "A" Concrete	[illegible]	8,120.00
182	"	Class "D" Concrete	20.00	3,640.00
112,000	lbs.	Metal Reinforcement	0.05	5,600.00
340	lin. ft.	Concrete Handrail	4.50	1,530.00
				$ 19,930.00
		10% Engr. & Contingencies		1,99[illegible]
		Total............		$ 21,92[illegible]

SUMMARY

Item	Total Cost	Federal Aid Funds	Emergency Advance Funds	State Funds	Railroad Funds
New Work					
Klamath Falls Overcrossing	$ 21,923.00	$ 10,961.50 (50%)	$ --	$ --	$ 10,961.50
Old Work					
Roadway	32,458.60	16,132.41	16,132.41	193.78	--
Totals, all work	$ 54,381.60	$ 27,093.91	$ 16,132.41	$193.78	$ 10,961.50

CONTRACT# 1331,

Valley Falls - Okerman
Ranch Section
1331 Lakeview - Burns Hwy.

#1331

ILP-1a

January 30, 1933

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of January 28 enclosing copies of notice of claim filed by Union Oil Company against the surety bond furnished by Knute Lien in connection with State Highway Contract No. 1331, construction of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway.

Copies of the notice are being sent to the contractor and his surety.

Very truly yours

Secretary

AJ

January 30, 1933

Mr. C. O. Price, Manager
U. S. Fidelity & Guaranty Co.
Porter Building
Portland, Oregon

Dear Sir:

Enclosed is copy of notice of claim that has been filed with the Secretary of State by Union Oil Company against the surety bond furnished by Knute Lien in connection with State Highway Contract No. 1331, construction of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway.

The claim is in the sum of $530.74 and is for gasoline and oils.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

AJ

cc Knute Lien
650 Andover Place
Portland, Oregon

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
JAN 30 1933
OREGON
STATE HIGHWAY COMMISSION

January 26, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have filed as of this date, a notice of claim by Union Oil Company of California for materials furnished in the sum of $530.74 against the bond taken from Knute Lien, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, contract No. 1331.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

H-

SECRETARY OF STATE
STATE OF OREGON

NOTICE IS HEREBY GIVEN that the undersigned Union Oil Company of California has a claim in the sum of $530.74 against Knute Lien and against the bond from the U. S. Fidelity and Guarantee Company for the work of resurfacing 30 miles of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney
(description of work for which bond was taken)
Counties - State contract No. 1331.

Said claim is for materials, namely, gasoline and oils.
(If for work or labor state nature thereof, if for material or supplies furnished state generally what material or supplies were furnished.)

In event the above claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of $530.74 plus interest dollars as an attorney's fee, and the sum of a reasonable amount dollars to defray costs of said action.

DISTRICT ACCOUNTANT

CHAS. R. GROSS

1

Subscribed and sworn to before me this 25th day of January, 1933.

(SEAL)

W. A. SCOTT
Notary Public in and for the State
of Oregon residing at Portland, Ore.

* * * * * * * * * * * * * *

UNION OIL COMPANY OF CALIFORNIA
Sixth Floor Yeon Building
Portland, Oregon

Knute Lien
659 Andover Place
Portland Ore Job 1331

Date	Description		Charges	Credits	Last Amount is Balance due
Sept 1932					
20	265 UN 76	24½	64.93		
20	150 UN 76	24½	36.75		
18	155 UN 76	24½	37.98		
18	260 UN 76	24½	63.70		
19	150 UN 76	24½			
	52.3 Meze 40	43½	59.51		
19	155 UN 76	24½			
	53.6 Meze 50	49½	64.51		
23	265 UN 76	24½	64.93		
23	150 UN 76	24½	36.75		
22	305 Un 76	24½	74.73		
22	110 UN 76	24½	26.95		530.74

Endorsed: File No. 2194
Filed January 28, 1933
HAL E. HOSS, Secretary of State.

RECEIVED
JAN 30 1933

#1331

38-12

January 28, 1933

United States Fidelity & Guaranty Co.,
% C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We have received notice from Home Supply Company of Lakeview that it has a claim against the surety bond furnished by Knute Lien in connection with State Highway Contract No. 1331, which was awarded to him for the surfacing of the Valley Falls-Chorman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

The claim is in the sum of $202.40 and is for merchandise purchased.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

AJ

cc Knute Lien
659 Andover Place
Portland, Oregon

January 28, 1933

Home Supply Company
Lakeview
Oregon

Gentlemen:

We are in receipt of your letter of January 25 informing us that Knute Liem is indebted to you, in the sum of $202.40, for merchandise purchased in connection with the contract that was awarded to him for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

A surety bond was furnished by the contractor to the State for the protection of any and all claims that are incurred by him in connection with the above described project. It was written by United States Fidelity & Guaranty Company and Mr. C. O. Price is its local manager, his address being Porter Building, Portland.

We suggest that you communicate with Mr. Price regarding your claim. If no satisfactory arrangements are made for the payment of your bill, you should file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a copy of which is enclosed for your information. No charge is made by the Secretary of State for filing such notices.

Very truly yours

Secretary

AJ

LAKEVIEW PAISLEY PLUSH ADEL

HOME SUPPLY COMPANY
WHOLESALE AND RETAIL
OUR OVERHEAD IS LESS - - WE SELL FOR LESS
LAKEVIEW, OREGON

RECEIVED
JAN 28 1933
OREGON
ATE HIGHWAY COMMISSION

NTY'S
OOD and SUPPLY
STOREHOUSE

COFFEE
DRIED FRUITS
CANNED FRUITS
GROCERIES
LARD
CURED MEATS
NUTS
MILK
SUGAR
SOAP
FLOUR
FRESH VEGETABLES
JARS FOR CANNING
GUNS
AMMUNITION
MEN'S CLOTHING
STAR BRAND SHOES AND BOOTS
BARBED WIRE
FIELD FENCING
WIRE
FIELD POSTS
LESLIE STOCK SALT
CREAM SEPARATORS
BARLEY
CORN
RYE
SEEDS AND FEEDS
MILL SUPPLIES
SHEARING SUPPLIES
TENTS
ROOFING
ROPE
NAILS
FARM IMPLEMENTS AND MACHINERY
MOWERS
WAGONS
PLOWS
HARROWS
ATKINS SAWS & FILES

AGENTS
for
McCORMICK-DEERING HARVESTING AND PLANTING MACHINERY AND PARTS

January 25, 1933.

Secretary Of The Oregon State Highway Comm.
Salem, Oregon

Dear Sir:

This is to inform you and the other interested commissions that Mr. Knute Lien, of 659 Andover Place, Portland, Oregon, is indebted to this concern to the amount of $202.40, this being an unpaid balance for merchandise purchased and duly receipted for while graveling on the Yellowstone Highway during the late summer of 1932.

If there is anything further that we must do to protect our interests kindly advise us.

Respectfully yours,
Home Supply Company
J. J. VanKuelen

2 Inc.

- C O P Y -

January 26, 1933

Secretary Of The Oregon State Highway Comm.
Salem, Oregon

Dear Sir:

This is to inform you and the other interested commissions that Mr. Knute Lien, of 659 Andover Place, Portland, Oregon, is indebted to this concern to the amount of $202.40, this being an unpaid balance for merchandise purchased and duly receipted for while graveling on the Yellowstone Highway during the late summer of 1932.

If there is anything further that we must do to protect our interests kindly advise us.

Respectfully yours,
Home Supply Company
J. J. Van Keulen

RECEIVED
JAN 28 1933
OREGON
STATE HIGHWAY COMMISSION

- C O P Y -

January 25, 1933

Secretary Of The Oregon State Highway Comm.
Salem, Oregon

Dear Sir:

This is to inform you and the other interested commissions that Mr. Knute Lien, of 659 Andover Place, Portland, Oregon, is indebted to this concern to the amount of $202.40, this being an unpaid balance for merchandise purchased and duly receipted for while graveling on the Yellowstone Highway during the late summer of 1932.

If there is anything further that we must do to protect our interests kindly advise us.

Respectfully yours,
Home Supply Company
J. J. VanKeulen

RECEIVED
JAN 28 1933
OREGON
ATE HIGHWAY COMMISS

#1331
Lake + Harney
J L8:1a

January 21, 1933

United States Fidelity & Guaranty Company,
1208 Porter Building,
Portland, Oregon.

Attention: R. B. Mason, Supt. of Claims.

Gentlemen:

In response to your inquiry of January 20th we wish to advise that the Knute Lien contract No. 1331 for the construction of the Valley Falls-Ckerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties was completed on September 24th, 1932 and was accepted by the Highway Commission on October [illegible]th, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

rtland 104 10m 11-24-32

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

January 20, 1933

S-1478 - Knute Lien

State Highway Commission,
Salem, Oregon.

Gentlemen:

Please advise us on what date the highway job under contract No. 1331, Knute Lien, contractor, was accepted by you.

Yours very truly,

R B Mason
Supt. of Claims

ET

RECEIVED
JAN 21 1933
OREGON
STATE HIGHWAY [illegible]

#1331
SLP-1a

January 14, 1933

Honorable Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of January 13, 1933, advising that you have filed notice of claim by Consolidated Stage Co., Inc. for labor and materials furnished in the sum of $365.40 against the bond furnished by Knute Lien on State Highway Contract No. 1331 for the construction of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway.

Per our usual custom, we are today advising the contractor and his surety, sending them a copy of the notice.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

January 14, 1933

Mr. G. O. Price, Agent
U. S. Fidelity and Guaranty Company
Porter Building
Portland, Oregon

Dear Sir:

Inclosed is copy of claim filed with the Secretary of State by the Consolidated Stage Co., Inc. for labor and materials furnished in the sum of $365.40 against the bond furnished by Knute Lien on State Highway Contract No. 1331 for the construction of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway.

This information is given you since you are the surety on the bond furnished by Mr. Lien.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG
jm
c.c. Knute Lien

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

January 13, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have filed as of this date, a notice of claim by Consolidated Stage Co. Inc. for labor and materials furnished in the sum of $365.40 against the bond taken from Knute Lien, principal, and U. S. Fidelity and Guaranty Company, surety, for work on the Lakeview-Burns Highway, contract No. 1331.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

RECEIVED
JAN 14 1933
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 14 1933
OREGON
STATE HIGHWAY COMMISSION

Lien Claim

To Hal Hoss
Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, the Consolidated Stage Co. Inc., an Oregon corporation, with its principal place of business at Lakeview, Lake County, Oregon, has a claim for automobile accessories, parts, incidental repairs, labor skill and materials, automobile tires and tubes, nuts and bolts, lubricating greasd, flashlight batteries, spark plugs, solder, copper tubing, repairs to motor vehicles, wrenches, expended in auto repairs and repairing or representing goods sold and delivered in the reasonable sum of $365.40 after deducting all credits and just offsets, against the bond taken from Knute Lien, as principal, and the United States Fidelity & Guaranty Company, as surety, by the Oregon State Highway Commission, for the contract of surfacing thirty miles of the Lakeview-Burns secondary highway in Lake and Harney counties, State of Oregon; being contract No. 1331 of said Oregon State Highway Commission.

That the items going to make up this lien claim were obtained by said Knute Lien at his special instance and request on open account and for the purpose of prosecuting said surfacing contract to completion.

An itemised statement of said lien claim is attached hereto marked "exhibit A" and made a part hereof by this reference.

Consolidated Stage Co. Inc.

By F. ZIM BALDWIN
President and manager

Lien Claim - Page 1.

Lakeview, Oregon, April, 1932

M Knute Lien

To CONSOLIDATED STAGE CO., INC. Dr.
operating
LAKEVIEW GARAGE
FORD Lakeview, Ore. BUICK
Accessory Stores * Machine Shops

Your Account for the month ending April, 1932

Apr.	15	Radiator 4.50 gaskets 10¢ pin 01¢ 4 springs 20¢	4.81	
		2 bolts, nuts and washers	.15	
	19	45- x 21 H. D. Casing 7.12 2 tubes 3.07	10.19	
		Radiator	9.30	
		Cr. by Radiator ret'd		4.50
		4 gals gas	.92	
	21	5--30 x 3½ Pathfinder O. S. Tires	30.30	
		5-- " " " Tubes	6.75	
	22	Tire Pump 3.00 can patches 30¢	3.30	
		Fan Belt 40¢ 8 valves 1.20 24 nuts & washers 52¢	2.12	
		20 rim bolts & nuts 2.00 pliers 40¢	2.40	
		2 light globes 90¢ 4 gals gas 92¢ oil 25¢	2.07	
	27	Install frt. spring 2.25 Rep. brushes 3.50	5.75	
		Clean carb. 50¢ Repair starter 1.50	2.00	
		Replace brake housing plate & brake rod	1.50	
		12 leaf frt. spring 3.25 2 hangers 70¢	3.95	
		4 serk cups 40¢ 8 brake shoes 5.20	5.60	
		2 casing shoes 1.80 2 screws 10¢ wiper 50¢	2.40	
		Bendix spring 50¢ locks & bolts 10¢	.60	
		Emer. brake plate 1.00 2 springs & pins 25¢	1.25	
		Brake toggle & connection 65¢ 2 links & pins 25¢	.90	
		Tube 1.35 air gauge 1.75 2½ lb. grease 65¢	3.75	

	Crescent wrench 1.00 pliers 50¢	1.50
	6 gals gas	1.38
	Total	98.59

Exhibit A-Page 1.

May 3	Dist. points 55¢ file 15¢ 4 gals gas 92¢	1.62
	Valve core	.05
6	2—31 x 525 U. S. Tires 26.60 2 tubes 4.60	31.20
	Tape 40¢ tie bolts 30¢ gas screen 50¢	1.20
	4 glashlight bats. 60¢ hub cap 15¢	.75
	2 qts. oil 50¢ 2 starter brushes 60¢	1.10
	20 ft. pipe	6.05
	5 gals gas	1.15
10	4 sp. splugs 3.00 oil cup 50¢	3.50
11	2 oil filters 6.00 packing 75¢ spring 15¢	6.90
13	12—3/8x1½ in. bolts & nuts 1.10 gasket paper 1.40	2.50
	6 bolts & nuts 60¢ valve cores 25¢	.85
	tube repair patches	.35
	5 gals gas	1.00
17	3 screw drivers 1.00 spring 15¢ door strap 10¢	1.15
	3 gals gas	.60
23	Dist. points 1.15 cotter keys 10¢	1.25
	Assorted keys 15¢ grease gun 1.75 3 gas 60¢	2.50
27	Solder iron 90¢ acid core solder 1.00	1.90
	set of wrenches 8.00 2 comp. fittings 50¢	8.50
	2 oil rings	1.30
	32 X 600 H. D. casing and tube	21.40
	Solder radiator 75¢ 2 gals gas 44¢	1.19
	Total	98.01

Exhibit A-Page 2.

May 7	Motor Assembly	122.00
	1—30 X 450 wheel 5.15 31 X 525 tire 13.30	18.45
	1—31 X 525 tube 1.95 clutch plate 5.00	6.95
	Clutch facing 2.25 oil pipe 45¢ valve cover 70¢	3.40
	oil pump assy. 2.25 breather cap 35¢ cover 1.25	3.85
	timing gear cover 50¢ engine pan 2.75 wat.pump 2.50	5.75
	dist assy. 425 30 bolts & nuts 1.20 cyl head 4.75	10.20
	clutch pilot bearing 80¢ hd. light wire 1.00	1.80
	tail light wire 60¢ 4 carb jets 50¢ drive gear 70¢	1.80
	radius rod bolt & nut 40¢ spindle bolt 1.60	2.00
	Run. brd, bolts 45¢ 3 bolts & nuts 15¢ bushing 40¢	1.00
	spl. lock & washer 35¢ 2 pans 80¢ gas line 25¢	1.40
	battery cable bolt & nut 50¢ terminal box 25¢	.75
	cable 25¢ cap 15¢ 4 sp. plugs 3.00 hub bolts 50¢	3.90
	hub nuts 25¢ 2 hose connections 20¢ 2 fenders B2.00	2.45
	7 bolts 35¢ 4 H. L. bolts 20¢	.55
	3 splash shield bolts 15¢ 6 qts. oil 1.50	1.65
	2 R bearing L. 95¢ bolt 05¢ 4 nuts & locks 20¢	1.20
	tire repair 55¢ 2 clamps 40¢ 2 spr. shakkles 80¢	1.75
	8 zerks 80¢ bolts 10¢	.90
	21/3/4 hrs. labor on motor, rebush spindles & front end, weld fenders, replace fender brackets, rewire car, repair rear spring, replace running brd. brackets & repair tire carrier	32.65
	Total	224.40

Exhibit A-Page 3.

Aug. 11	Screw Driver 50¢ 2 pr. pliers 40¢	.90
	8" crescent wrench	1.00
	6" crescent wrench	..75
	2 condensors 80¢ pump packing 05¢	.85
	bolt & nut 10¢ bumper bracket 50¢	.60
	Inst. cond. & repair bumper	1.50
	Repair tire	.50
15	Copper tubing 1.20 hose 80¢ gas cap 45¢	2.45
16	Brake hose 6.00 2 wrenches 3.60	9.60
	Thickness gauge 1.50 weld casting 1.50	3.00
18	500-21 tube 2.65 tire change 50¢ doot 25¢	3.40
24	Inst. ign switch & new hub & bolts	4.00
	Ign switch 2.10 spark wire 05¢	2.15
	2—31 X 525 U. S. Royal H. D. Casgs	29.50
	" " " " " Tubes	4.50

	wheel 3.50 2 hub caps 40¢ vulc tube 65¢	4.55	
	battery 7.50 3 hub bolts 50¢ 10 hub nuts 50¢	8.50	
	3 flastlights & batteries 4.05 tube vulc 90¢	4.95	
	rim lining 30¢ 2 valve cores 10¢	.40	
	rear hub assy. 4.50 grease retainer 55¢	5.05	
	valve caps 25¢ repair tube 50¢	.75	
	mount 2 truck tires	1.50	
26	6 straight serk cups 90 6 angle cups 1.20	2.10	
	tube repair kis 35¢ cement 25¢ 10 sp. plugs 7.50	8.10	
	2—31 X 525 H. D. Tubes 5.30 Jack 7.00	12.30	
	525-21 tire 11.40 31-525 tube 2.65	14.05	
	file	.45	
	Inst. hub bolts, check lights & rep generator	2.75	
	10 hub bolts & nuts	1.00	
30-	2 boxes acid core solder	2.00	
	3 flashlight globes	.45	
	2 door glasses installed	9.00	
	door check strap 25¢ window lifter & handle 1.10	1.35	
	Total	143.95	

Exhibit A-Page 4.

Sep. 1.	Inst. rear glass & door channel	1.00	
	glass 80¢ channel 75¢	1.55	
2	pump packing 75¢ light wire 45¢	1.20	
	repair truck tires	1.50	
	3 #1 tire boots 1.60 4 #2 tire boots 1.75	3.35	
	3 #3 tire boots 90¢ 900-20 H. D. Tube 9.60	10.50	
	2 #4 tire boots 1.00 4 tire changes 4.00	5.00	
	vulc 3 puncture seal tubes	3.00	
9	valve stem 65¢ 3 boots 1.50	2.15	
	2 truck tires rep'd	2.00	
10	valve stem ret'd		.65
	vulc tube & put in stem	2.00	
11	6 bolts & locks	.70	
12	30 X 3½ tube 1.10 2 rolls tape 80¢	1.90	
	tail lamp 1.75 bracket 10¢	1.85	
	2 bolts 15¢ set of rings 1.40 plug 15¢	1.70	
	floor mat 1.50 4 globes 60¢ gas cap 45¢	2.15	
10	Rep. tire 1.00 2 boots 50¢	1.50	
11	Freight on transmission	1.45	
	6 flashlight batteries	.90	
	2—8" files	.80	
	mount truck tire	1.50	
14	475 X 19 tube	1.85	
	Blacksmith charge to make shaft	1.75	
	Total	51.30	
Sep. 11/32	by Cash from Knute Lien		150.00
Oct. 25/32	by Cash from Knute Lien		100.00
	Balance due	$365.40	

Exhibit A - Page 5

State of Oregon)
County of Lake) :SS

I, F. Zim Baldwin, being first duly sworn, do say: That I am the president and the manager of the Consolidated Stage Co. Inc. an Oregon corporation, with its principal place of business at Lakeview, Oregon, the within named lien claimant.

That I have read the foregoing lien claim and understand the contents thereof and the same is a correct statement in all respects of the claim o said corporation against said Knute Lien and his surety on the within mentioned bond. That there are no just set-offs nor counterclaims of any nature whatsoever to said lien claim other than those therein set forth.

F. ZIM BALDWIN

Subscribed and sworn to before me this 11th day of January, 1933.

(SEAL)

F. E. COOPER
Notary Public for Oregon

My commission expires November 4, 1936.

Lien Claim- Page 6.

Endorsed: File No.2188, Filed January 13, 1933, HAL E. HOSS
Secretary of State.

#7331

J-L8-1a

Jan. 13, 1933.

Forrest E. Cooper
Attorney-at-Law
Lakeview, Oregon

Dear Sir:

This is to acknowledge receipt of and thank you for the affidavit of F. Zim Baldwin relative to his claim against Knute Lien who was awarded State Highway Contract No. 1331 for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway.

Yours very truly
STATE HIGHWAY COMMISSION

HBG:MC

Secretary

FORREST E. COOPER
ATTORNEY [illegible]
[illegible]

Jan. 13, 1933

United States Fidelity & Guaranty Co.
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We have received an affidavit from Forrest E. Cooper, attorney for Mr. F. Zim Baldwin, in which Mr. Baldwin sets forth his claim amounting to $565.40 against Knute Lien who holds State Highway contract No. 1581 for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway. This claim accrued through material and services rendered Mr. Lien by the Consolidated Stage Company of which Mr. Baldwin is the president and manager.

This information is given you as you appear as surety on the bond furnished in connection with this contract.

Yours very truly
STATE HIGHWAY COMMISSION

Secretary

HBG:MC
cc - Knute Lien
659 Andover Place
Portland, Oregon

FORREST E. COOPER
ATTORNEY-AT-LAW
LAKEVIEW, OREGON

January 11, 1933

Hon. H. B. Glaiyser
Secretatry
State Highway Commission
Salem
Oregon

Dear Sir:

I have inclosed the affidavit which I owe you relative to my recent request for a copy of the contract and bond between the Highway Commission and Knute Lien covering the surfacing contract on the Lakeview-Burns Highway.

I thank you very much for this favor.

Yours very truly,

Forrest E Cooper

FEC:IL

State of Oregon)
County of Lake)ːSS

I, F. Zim Baldwin, being first duly sworn, do say:

That I am the president and manager of the Consolidated Stage Company, Inc. a corporation with its principal place of business in Lakeview, Lake County Oregon, and engaged in the operation of the Lakeview Garage.

That between April 1, 1932 and October 1, 1932, said Consolidated Stage Company sold and delivered merchandise and auto parts, made incidental repairs and performed labor and skill to and upon motor vehicles at the request of Knute Lien, Portland Oregon, holder of a contract from the Oregon State Highway Commission for the surfacing of 30 miles of the Lakeview-Burns Highway in Lake and Harney counties, Oregon, known as contract No. 1331 of said Highway Commission.

That said Knute Lien is on this date indebted to said Consolidated Stage Co. Inc. in the sum of $365.40 by virtue of the above transactions which said debtor has neglected and refused to pay.

That I make this affidavit for the purpose of obtaining a certified copy of the contract made between said Knute Lien and the Oregon State Highway Commission set forth above and a certified copy of the bond given by said Knute Lien and his surety to the Oregon State Highway Commission guaranteeing payment of claims, so that I can proceed in the manner provided by law to prosecute the claim of said corporation against said debtor and his surety.

F. Zim Baldwin

Subscribed and sworn to before me this 7th day of January, 1933.

J. E. Cooper
Notary public for Oregon

my commission expires
Nov. 4, 1936.

#1331
JLP-1a

Jan. 11, 1933

Charles B. Foley
Attorney at Law
Burns, Oregon

Dear Sir:

I am referring your letter of the 10th instant, regarding the claims that you have for collection against Contractor, Knute Lien, for services rendered Mr. Lein in connection with his contract for the construction of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, to our attorney, Mr. J. M. Devers, for reply as to the legal features thereof. You will no doubt hear from Mr. Devers within the next few days.

Replying to the postscript of your letter, will say that Mr. Lein completed his contract on September 24th, 1932 and the contract was accepted by the State Highway Commission on October 5th, 1932.

Yours very truly
STATE HIGHWAY COMMISSION

Secretary

HBG:MC
cc - J. M. Devers

#1331

JLB-1a

January 6, 1953

Mr. Forrest E. Cooper
Attorney at Law
Lakeview, Oregon

Dear Sir:

Pursuant to your request of January 4, we are pleased to hand you certified copy of contract and bond in connection with State Highway Contract No. 1331 which was awarded to Knute Lien for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, in Lake and Harney Counties.

Chapter 280, Oregon Laws 1951 provides that an affidavit of claim shall be furnished to the proper officer before a certified copy of contract on public works can be given to the applicant therefor; however, we are sending you the contract and bond as we presume that you are in a hurry for it.

It will be greatly appreciated if you will supply us with the required affidavit within the next few days so that our files on this subject can be completed.

Very truly yours

Secretary

AJ

FORREST E. COOPER
ATTORNEY-AT-LAW
LAKEVIEW, OREGON

January 4, 1933

Hon. H. B. Glaisyer
Secretary
State Highway Commission
Salem
Oregon

Re: Consolidated Stage Co.
v. Knute Lien and surety

Dear Sir:

The Consolidated Stage Co., operator of a local garage, has an overdue bill against Knute Lien and his surety which arises out of a contract recently performed by Mr. Lien for the State Highway Commission on the Lakeview-Burns Highway.

I would appreciate it very much if you will send me a copy of the contract and bond covering the job, (a gravelling contract) so that I can prepare the lien claim to be filed with the Secretary of State.

Yours very truly,

Forrest E Cooper

FEC:lL

#1331

1LP-1a

December 15, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of December 1 enclosing copies of notice filed by Arzner Brothers against Knute Lien in connection with State Highway Contract No. 1331 - surfacing of Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

Copies of the notice are being sent to the contractor and his surety.

Very truly yours

Secretary

AJ

December 15, 1932

U. S. Fidelity & Guaranty Co.
% C. O. Price, Resident Agent
Porter Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed with the Secretary of State by Arsner Brothers against Knute Lien in connection with State Highway Contract No. 1881 - surfacing of Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

Copies of the notice are being sent to the contractor and his surety.

Very truly yours

Secretary

AJ

cc Knute Lien
659 Andover Place
Portland, Oregon

To: Honorable Hal E. Hoss
Secretary of State
Salem, Oregon.

Oregon State Highway Commission
Salem, Oregon.

NOTICE IS HEREBY GIVEN that the undersigned, Arzner Brothers, of Lakeview, Oregon, have a claim for labor and materials in the sum of Seventy-one and 55/100ths. dollars ($71.55) against the bond taken from Emmte Lien, as principal, and United States Fidelity & Guaranty Company, as surety, for the work of construction under Contract No. 1331 upon the Valley Falls - Oherman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties, Oregon.

Arzner Brothers
By X. ARZNER
Member of Firm

Endorsed: File No. 2159
Filed December 1st, 1932.
HAL E. HOSS
Secretary of State.

HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 1, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

This is to advise that we received from Arthur D. Hay, Attorney, Lakeview, Oregon, and filed as of this date, a notice of claim by Arzner Brothers for labor and materials furnished in the sum of $71.55 against the bond taken from Knute Lien, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, contract No. 1331.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

#1331
1 LB-1a

December 7, 1932

U. S. Fidelity & Guaranty Co.,
J C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

We have received notice from Arthur D. Hay, attorney of Lakeview, that Armer Brothers have a claim against the surety bond taken from Knute Lien and your company in connection with State Highway Contract No. 1331, which was awarded to Knute Lien for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway.

The claim is in the sum of $71.55 and is for labor performed for the contractor.

Very truly yours

Secretary

AJ

cc Knute Lien
659 Andover Place
Portland

December 1, 1932

Mr. Arthur D. Hay
Attorney at Law
Lakeview, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 29, enclosing affidavit of K. Armer relative to his claim against Knute Lien, and notice.

We are sending you under separate cover a certified copy of the contract and bond in connection with State Highway Contract No. 1331, which was awarded to Knute Lien for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

Very truly yours

Secretary

AJ

ARTHUR D. HAY
ATTORNEY AT LAW
LAKEVIEW, OREGON

November 29th, 1932

The Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Herewith I hand you notice of claim by Arzner Brothers, Lakeview, Oregon, against the contractor's bond under contract number 1331 for the construction of the Valley Falls - Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties, together with an application for certified copies of the contract and bond. Will you please let me have such copies at your convenience?

Thanking you, I am,

Very truly yours,

Arthur D Hay

1331

To: Honorable Hal E. Hoss
Secretary of State
Salem, Oregon

Oregon State Highway Commission
Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Arzner Brothers, of Lakeview, Oregon, have a claim for labor and materials in the sum of Seventy-one and 55/100ths. dollars ($71.55) against the bond taken from Knute Lien, as principal, and United States Fidelity & Guaranty Company, as surety, for the work of construction under Contract No. 1331 upon the Valley Falls - Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties, Oregon.

ARZNER BROTHERS

By K. Arzner
Member of Firm

To the Secretary
Oregon State Highway Commission
Salem, Oregon

STATE OF OREGON, :
: ss.
County of Lake, :

I, X. Arzner, of Lakeview, Oregon, being first duly sworn, on oath say:

That I am a member of the partnership of Arzner Brothers, Lakeview, Oregon, consisting of myself and Joseph Arzner:

That labor and materials for the prosecution of the work of construction by **Knute Lien** under Contract No. 1331, under the direction of the Oregon State Highway Commission, upon the Valley Falls - Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties, Oregon, have been supplied by said Arzner Brothers, as follows:

1932			
Aug. 12	To	repairing 2 spring hangers	$ 4.50
18	"	40 lbs. wire	2.00
	"	8 bulbs 6-8-32 single	2.10
	"	2 " 6-9-21-32 double	.90
	"	1 " 6-8-3	.15
	"	2 push & pull switches	.80
	"	2 double plugs	.50
	"	soldering radiator	2.50
	"	brazing radiator shell	5.50
22	"	mounting tire	1.00
	"	repairing tube	.75
	"	welding bracket	.75
27	"	repairing tire	.75
	"	1 boot	1.00
	"	patching tube	.75
	"	mounting 1 tire	1.00
	"	3 bolts 3/4 x 4, shop made	1.50
	"	1 bolt 1 x 8	1.00
30	"	repairing 1 shaft pulley	2.00
	"	1 iron strap	2.50
	"	Welding brake band	.50
	"	3 iron piece 4 bolts	1.00
	"	repairing 3 pieces	1.25
	"	2 brake cups	1.00
31	"	making 2 bushings and 1 shaft for shive on shovel	5.50
	"	7 lbs bronze	5.25
Sep. 6	"	over load spring	7.50
	"	1 main spring	3.50
8	"	1 pump nut	.40
	"	1 pump bushing	.25
	"	postage	.10
13	"	chasing and cleaning thread in shaft	1.00
	"	making bushing	2.00
	"	material	.50

1932			
Sep. 13	To	repairing 1 nut	$ .75
	"	1 collar	.50
	"	repairing threads	1.00
	"	welding, 3/4 hours	1.50
	"	20 lbs prest @ 7¢	1.40
	"	20 lbs. air @ 6¢	1.20
14	"	welding shaft	.75
	"	taking out oil hoist pump shaft for welding	2.25
	"	1 rod	.50
		Total	$71.55

Said labor and materials were supplied on the respective dates above mentioned to J. J. Fuller, a subcontractor of said Knute Lien, and payment for same has not been made.

I therefore make application, in behalf of said Arzner Brothers, for certified copies of said Contract No. 1331 and of the bond taken from said Knute Lien, as principal, and United States Fidelity & Guaranty Company, as surety, under said contract.

A. Arzner

Subscribed and sworn to before me this 29th day of November, 1932.

Arthur D. Hay

Notary Public for Oregon.

My commission expires August 27th, 1934.

#1331

1 P-1 a

Form [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

August 18, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
AUG 19 1932
OREGON
STATE HIGHWAY COMMISSION

Attention Mr. H. B. Glaisyer

Dear Sir:

In regard to the time limit on Knute Lien's contract No. 1331, concerning which you wrote me on August 12.

This contract provided for an extension of the time limit in case we saw fit to increase the quantities of surfacing materials. We have increased the quantities approximately 46% and this would automatically increase his time by that amount.

Yours very truly

KDLytle

K. D. Lytle
Division Engineer

kdl/c

Marsh says O.K.

188-1a

October 27, 1932

U. S. Fidelity & Guaranty Company
% C. O. Price, Resident Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make final payment to Knute Liem on Contract #1351 for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

This payment will be made on or after November 7, 1932.

The State is not advised of any unpaid claims for labor, materials or of any existing claims, debts, dues or demands incurred by the contractor in connection with this work that remain unsatisfied, except the following:

Lakeview Meat Co.....	$ 41.66
" " " (bill of John Palmer)	15.55
J. J. Fuller for services rendered (Amount not known)...............	

You are advised that the State assumes no responsibility for any such claims, should there be any.

For your information, we wish to inform that the total amount paid to Mr. Liem in connection with this work will be $25,489.74, including the final payment. Of this amount $293.48 was for force account.

Kindly acknowledge receipt of this notice.

Very truly yours,

Secretary

AJ

#1331

= LP-1a

October 21, 1932

Mr. H. Z. Smith,
% Harry's Service Station,
Burns, Oregon.

Dear Sir:

This acknowledges receipt of the carbon copy of your letter, dated October 15, directed to Mr. Knute Lien, informing him of the claim of J. J. Fuller; said claim being in the sum of $162.78 for services rendered Mr. Lien in connection with his contract for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties -- State Highway Contract No. 1331.

All highway contractors are required to furnish to the State a surety bond for the protection of any and all claims that may be incurred by the contractors, or their subcontractors, against the project. Mr. Lien furnished such a bond, which was written by U. S. Fidelity & Guaranty Company, for which company C. O. Price is the resident agent; his address is Porter Building, Portland. This bond is offered to Mr. Fuller for the protection of his claim.

We would suggest that Mr. Fuller file notice of his claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931; a mimeographed copy is enclosed for your further information. No charge is made for filing claims of this kind.

Very truly yours,

Secretary

AJ

October 21, 1932

U. S. Fidelity & Guaranty Co.,
% C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

This is to notify you that J. J. Fuller has a claim against the surety bond that was furnished by Knute Liem in connection with State Highway Contract No. 1331, which was awarded to him for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

The claim is in the sum of $162.78 and is for labor and materials furnished to the contractor.

As you appear as surety on the bond of the contractor, we are giving you this information.

Very truly yours,

Secretary

AJ

cc Knute Liem
659 Andover Place
Portland

BADGER
"Winning with Quality"

HARRY'S SERVICE STATION,
HARRY Z. SMITH, Proprietor
BADGER TIRES AND TUBES
SHELL GAS, WASHING AND GREASING
TIRE REPAIRING
BURNS, OREGON

Telephone 99-W

October 15, 1932.

Copy

Mr. Knute Lien,
659 Andover Place,
Portland,
Oregon.

Dear Sir:

At the request of J. J. Fuller I am enclosing herewith for your information a complete statement of amount of Mr. Fuller's bill and will ask that you forward check for same at once.

I am today mailing a copy of this letter and statement to Mr. Fuller, also a copy to The State Highway Commission.

Please give this your immediate attention as the bill is long past due and we need the money very much.

Thanking you, H. Z. Smith

Very truly yours,

Harry's Service Station

By

Burns, Oregon, October 1 1932

J. J. Fuller,

% Knute Lien Road Job.

In Account With

HARRY'S SERVICE STATION

HARRY Z. SMITH, Proprietor

Shell Gas *Washing and Greasing* *Tire Repairing*

Accounts Payable Tenth of Each Month

Telephone 99-W

Burns News Print

May	1	9 gal gas 2.07 [illegible] .10	2.17
		4 " "	.92
	2	10 " "	2.30
	3	9 " "	2.07
	4	8 " "	1.84
	7	13 "	2.99
	14	Parts 24.77 Labor 14.00	38.77
	18	Patches .35 Rubber .25 cement .10	.70
	19	Storage battery	[illegible]
	21	2 bolts & nuts	.15
		5 gal gas	1.15
		XXXXXXXXXXXXX Labor on Truck	3.50
	8	gasket .50 pet cock .25	.75
	9	Dist. cap 2.00 [illegible] .25	2.25
	14	45-21 inner tube	1.65
		7 gal gas XXXX	1.75
		Line front wheels labor	.75
		Labor 11.50 Parts 4.15	15.65
	18	Bearing race [illegible] bearing [illegible]	14.84
	30	½ # packing .50 [illegible] .35	.85
June	8	Battery 6.75 starter [illegible] .50	7.25
		Weld job by Geo. Shaw	2.75
	26	Gasket sheet 1.60 head gasket 1.05	2.65
	27	Set rings	2.25
	30	1 ½ inch L.	.25
		Radiator hose	.45
July	1	Parts	4.65
		2 sets brushes 1.40 , [illegible] cell 1.20	2.60
		Timken bearings	[illegible].20
	16	con rod 3.50 piston [illegible]	13.33
	17	450-21 inner tube	1.24
		5 gal gas	1.40
	30	vulcanize 820-20 tire (Portland)	15.10
		Balance	$162.78

I hereby certify this account is true and correct.

October 20th 1932

H. Z. Smith

P-1a

#1331
Lake & Harney Co.
#HP-1a

October 11, 1932

Mr. Arthur D. Hay,
Attorney at Law,
Lakeview, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of October 10th with reference to contract of J. G. Fuller and Lien.

Please be advised that we have no record of J. G. Fuller having a contract with the Highway Commission. However, Mr. Knute Lien, 650 Andover Place, Portland, has contract No. 1331 which is known as the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney County. This contract consists of 30.0 miles of surfacing.

The bond furnished in connection with the above contract was written by the United States Fidelity & Guaranty Company for whom C. O. Price, who has offices in the Porter Bldg., Portland, is resident agent.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McN.

ARTHUR D. HAY
ATTORNEY AT LAW
LAKEVIEW, OREGON

Oct. 10, 1932

Secretary State Highway Commission
Salem, Oregon

Dear Sir:

Will you please inform me who is the bondsman under the contract of J. G. Fuller and Lien, contractors on the Lakeview-- Burns highway? Please also give me the number of their contract.

Very truly yours,

Arthur D. Hay

#1331

JLP-1a

October 4, 1932

L. E. Cable, Assistant Manager
The Bank of California
Portland, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of October 3 stating that you wish to withdraw the assignment given by Mr. Knute Lien in favor of the Bank of California, dated September 23, 1932, covering his right, title and interest in the estimate due for work completed in connection with Highway Contract No. 1331 for the construction of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway.

I shall be pleased to comply with your request and as previously directed by Mr. Lien, we shall mail the warrant in payment of the last estimate to him in care of your Bank.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn
c.c. Mr. Knute Lien

[illegible] 50744 [illegible] 10/4

NOTED OCT 4 32
CARL F. SMITH
AUDITOR

THE BANK OF CALIFORNIA
NATIONAL ASSOCIATION

PORTLAND, OREGON

TELEGRAPHIC ADDRESS
"BANKOFCALA"-PORTLAND
CODES USED
A.I.
LIEBER
BENTLEY'S
BROOMHALL
WESTERN UNION
A.B.C. 5TH EDITION
PETERSON 3RD EDITION

RECEIVED
OCT 4 - 1932
OREGON
STATE HIGHWAY COMMISSION

October 3, 1932

Oregon State Highway Commission
Salem, Oregon

Attention - Mr. H. B. Glaisyer, Secretary

Gentlemen:

Confirming our conversation over the telephone today, we wish to withdraw the assignment dated September 23rd signed by Knute Lien, in favor of this bank, covering his right, title and interest in estimate due for work completed on the Okerman Ranch Valley Section of the Burns-Lakeview Highway.

Yours very truly,

L E Cable

L. E. Cable,
Assistant Manager

LEC FK

NOTED [illegible]
CARL F. SMITH
[illegible]

3p-

March 27, 1934

Mr. L. E. Crouch, Lawyer
612 Spalding Building
Portland, Oregon

Dear Sir:

In compliance with your request of March 26, there is inclosed a certified copy of the affidavit of Earl J. Curtis, doing business under the assumed name of Burns Machine Shop, setting forth his claim for labor and materials furnished to Knute Lien in connection with state highway contract No. 1331 for the construction of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties. There is no charge in connection with this service.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

L. E. CROUCH
LAWYER
612-614 SPALDING BUILDING
PORTLAND, OREGON

RECEIVED
MAR 27 1934
OREGON
COMMISSION

March 26, 1934.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I am obliged to try a case in this County on Monday, April 2nd, involving the contract of Knut Lien #1331, for surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

Mr. H. V. Schmalz, attorney of Burns, mailed you a notice giving a statement of items due Burns Machine Shop, in connection with the work under the above contract. Would you please forward me at once a certified copy of that notice, in order that it may reach me by Saturday?

Enclose your bill therefor and I will remit.

Yours very truly,

L. E. Crouch

LEC-C

#1331

January 9, 1934

Mr. H. V. Schmalz
Attorney at Law
Masonic Building
Burns, Oregon

Dear Sir:

This acknowledges receipt of yourletter of January 6 and the inclosed affidavit for certified copy of contract and bond No. 1331 awarded to Knute Lien for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties, in behalf of Earl J. Curtis, doing business under the assumed name of Burns Machine Shop, on account of labor and materials furnished to said contractor in connection with the above contract.

In accordance with your instructions we are today forwarding to Mr. L. E. Crouch, Attorney at Law, 612 Spalding Building, Portland, a certified copy of contract No. 1331. There is no charge in connection with this service.

Yours very truly

Secretary

HBG
jn

c.c. L. E. Crouch, Attorney
612 Spalding Building
Portland, Oregon

January 10, 1934

United States Fidelity & Guaranty Co.
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We are in receipt of information of the existence of a claim in the sum of $99.05 for labor and materials furnished by Earl J. Curtis, doing business under the assumed name of Burns Machine Shop, to Knute Lien in connection with the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway under state highway contract No. 1331.

This information is given you inasmuch as you appear as surety on the contractor's bond in this instance.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

c.c. Knute Lien
659 Andover Place
Portland, Oregon

H. V. Schmalz
ATTORNEY AT LAW
UNITED STATES COMMISSIONER
MASONIC BUILDING
BURNS, OREGON

January 8th, 1934.

Mr. H. B. Gailsyer,
Secretary of the Oregon State Highway Com.,
Salem, Oregon.

Dear Sir:

I am hereby enclosing you affidavit under Section 67-1101 and 49-702, and would respectfully request that you prepare for me a certified copy of the contract and bond in connection with this matter.

After you have prepared the same, will you kindly forward it to L. E. Crouch, Attorney at Law, 612 Spalding Building, Portland, Oregon? mailed 1-9-34

If there are any charges, please send me the bill and I will mail you a check by return mail.

Very truly yours,

HVS:R

Enclosure-1.
Affidavit.

Recd 1/9/34

STATE OF OREGON)
) ss
COUNTY OF HARNEY)

I, EARL J. CURTIS, being first duly sworn, on oath say that I am one of the partners going to make up the co-partnership doing business under the assumed name and style of Burns Machine Shop, at Burns, Harney County, Oregon; that said Burns Machine Shop furnished materials and labor to Knute Lien, contractor, and J. J. Fuller, subcontractor under said Knute Lien, in connection with and which were actually used under and by virtue of the State Highway Contract No.1331, in connection with the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, in Lake and Harney Counties, Oregon; that a statement of said labor and materials is as follows:

Materials	22.00
Labor	35.95
Machine work	26.00
Welding	65.10
Total -	$149.05
Paid on account,	50.00
Balance due and unpaid,	$ 99.05

All of which was used in the prosecution of surfacing said highway under the aforesaid contract, and that no part of the balance of $99.05 has been paid, although demanded.

Earl J. Curtis

Subscribed and sworn to before me this 8 day of January, 1934.

Notary Public for Oregon.
My commission expires June 12/1936

June 5, 1933

Mr. Charles B. Foley
Attorney at Law
Burns, Oregon

Dear Sir:

We have your letter of June 1 requesting a certified copy of contract and bond between the Oregon State Highway Commission and Knute Lien for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, being State Highway Contract No.1331.

We regret very much that we overlooked sending this copy, and trust that you have not been greatly inconvenienced thereby. There is no charge for this copy.

Very truly yours

Secretary

HBG:AJ

CHARLES B. FOLEY
ATTORNEY AT LAW
BURNS, OREGON

June 1,1933.

RECEIVED
JUN 5 - 1933
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem,Ore.

Gentlemen:

On March 20th,1933,I wrote to the Secretary of State enclosing notice of claim,affidavit and request of D.Dickenson & Son for a copy of the bond furnished by Knute Lien in connection with his work on State Project No.1331.

The Secretary of State acknowledged receipt of the notices of claim,etc. and informed me that the request for a copy of the bond had been referred to your office and that I would receive it shortly.

To date the requested copy has not been received and as this copy is necessary before we can start suit against Mr.Lien and his bondsman, we would appreciate all you can do to expedite the preparation and mailing of such copy to the writer.

Very truly yours,

Chas. B. Foley

Hp-1a

May 26, 1933

National Hospital Association,
400 Mohawk Building,
Portland, Oregon.

Attention: Walter Page.

Gentlemen:

In response to your inquiry of to day by phone' we wish to advise that the Knute Lien contract No. 1361 - Valley Falls-Ockerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties, was completed on September 24, 1932. This contract was accepted by the Highway Commission on October 5th, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1331

2-16-1a

April 8, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of April 6 enclosing copies of notice of claim filed by Shell Oil Company against the surety bond furnished by Knute Lien, in connection with his contract for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

Copies of the notice are being sent to the contractor and his surety.

Very truly yours

Secretary

AJ

April 8, 1935

United States Fidelity & Guaranty Co.
% C. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed with the Secretary of State by Shell Oil Company against the surety bond furnished by Knute Lien in connection with his contract for the surfacing of the Valley Falls-Ckerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties, State Highway Contract No. 1351.

The amount is $5,629.48; the claim is for proteleum products furnished in connection with the above-described job.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Knute Lien
659 Andover Place
Portland, Oregon

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

April 5, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H.B. Glaisyer, Secretary

A notice of claim by the Shell Oil Company for materials furnished in the sum of $3629.48 against the bond taken from Knute Lien, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, has been filed in this office today.

A copy of this notice is enclosed for your information and files together with two additional copies, one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
enc. 3

RECEIVED
APR 8 1933
OREGON
STATE [illegible]

COPY

Secretary of State,
Salem, Oregon.

Gentlemen:

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY, has a claim in the sum of THREE THOUSAND SIX HUNDRED TWENTY-NINE AND 48/100 ($3629.48) Dollars against the bond taken from KNUTE LIEN, as principal, and UNITED STATES FIDELITY & GUARANTY COMPANY, as surety, for the work of surfacing 30.0 miles of Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, Lake and Harney Counties, contract #1331.

Said claim is for petroleum products furnished in the construction of said above described job.

In event said claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of THREE HUNDRED AND no/100 ($300.00) Dollars, as attorney's fees and costs.

Dated this 3rd day of April, 1933.

SHELL OIL COMPANY

BY: D. E. BURROUGHS
Asst. Division Credit Manager

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

D. E. BURROUGHS, being sworn upon oath deposes and says: that the above statement and claim is just, true and correct; that the material therein charged was actually furnished as therein stated and that no part of the same has been paid, and the material therein charged was for the benefit of said principal, and sureties and the State of Oregon.

D. E. BURROUGHS.

Subscribed and sworn to before me this 3rd day of April, 1933.

(SEAL)

HERSCHEL F. FULLERTON
Notary Public State of Washington

Endorsed: File No. 2252
Filed April 5, 1933
HAL E. HOSS,
Secretary of State

#1331

F.p-1a

March 31, 1933

Shell Oil Company
Shell Building
Seattle, Washington

Attention of Mr. A. C. Guske, Division Credit Manager

Gentlemen:

Acknowledgment is made of the receipt of your letter of March 29 enclosing notice of your claim against Knute Lien in the sum of $3,329.48 for petroleum products furnished Mr. Lien in connection with his contract with the Oregon State Highway Commission for the construction of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties, being State Highway Contract No. 1331.

According to provisions of Chapter 280, Oregon Laws of 1931, notice of your claim should be filed with the Secretary of State in order to hold the bond responsible and liable after the expiration of a period of six months from the date of completion of the project. A mimeographed copy of this law is enclosed for your further information.

Our records show that this project was completed by the contractor on September 24, 1932 and that it was accepted by the State Highway Commission on October 5, 1932.

Very truly yours

Secretary

HBG:AJ

March 31, 1938

Mr. C. O. Price, Manager
U. S. Fidelity & Guaranty Co.
Porter Building
Portland, Oregon

Dear Sir:

This is to inform you that Shell Oil Company has a claim against the surety bond furnished by Knute Lien in connection with State Highway Contract No. 1331, surfacing of Valley Falls-Okerman Ranch Section of Lakeview-Burns Highway in Lake and Harney Counties.

The claim is in the amount of $5,629.48 and is for petroleum products furnished to the contractor.

This notice is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Knute Lien
659 Andover Place
Portland, Oregon

SHELL OIL COMPANY

SHELL
PETROLEUM PRODUCTS

SHELL BUILDING
1219 WESTLAKE AVE. NORTH

SEATTLE

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

Mar. 29, 1933.

Registered

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: KNUTE LIEN

We attach properly executed claim covering the balance owing us by the subject account for petroleum products supplied on the job therein described.

Kindly acknowledge receipt of this claim and advise us that it has been properly filed.

RJ:AH

Yours very truly,

Enc.

SHELL OIL COMPANY

A. C. GUSKE
Division Credit Manager

[illegible]
MAR 31 1933
OREGON
[illegible]

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY, has a claim in the sum of THREE THOUSAND SIX HUNDRED TWENTY-NINE AND 48/100 ($3629.48) Dollars against the bond taken from KNUTE LIEN, as principal, and UNITED STATES FIDELITY & GUARANTY COMPANY, as surety, for the work of surfacing 30.0 miles of Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, Lake and Harney Counties, contract #1331.

Said claim is for petroleum products furnished in the construction of said above described job.

In event said claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of THREE HUNDRED AND no/100 ($300.00) Dollars, as attorney's fees and costs.

Dated this 29th day of March, 1933.

SHELL OIL COMPANY

BY
Division Credit Manager

STATE OF WASHINGTON)
 } ss
COUNTY OF KING)

A. C. GUSKE, being sworn upon oath deposes and says: that the above statement and claim is just, true and correct; that the material therein charged was actually furnished as therein stated and that no part of the same has been paid, and the material therein charged was for the benefit of said principal and sureties and the State of Oregon.

Subscribed and sworn to before me this 29th day of March, 1933.

Herschel F Fullerton
Notary Public State of Washington

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY, has a claim in the sum of THREE THOUSAND SIX HUNDRED TWENTY-NINE AND 48/100 ($3629.48) Dollars against the bond taken from KNUTE LIEN, as principal, and UNITED STATES FIDELITY & GUARANTY COMPANY, as surety, for the work of surfacing 30.0 miles of Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, Lake and Harney Counties, contract #1331.

Said claim is for petroleum products furnished in the construction of said above described job.

In event said claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of THREE HUNDRED AND no/100 ($300.00) Dollars, as attorney's fees and costs.

Dated this 29th day of March, 1933.

SHELL OIL COMPANY

BY
Division Credit Manager

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

A. C. GUSKE, being sworn upon oath deposes and says: that the above statement and claim is just, true and correct; that the material therein charged was actually furnished as therein stated and that no part of the same has been paid, and the material therein charged was for the benefit of said principal and sureties and the State of Oregon.

Subscribed and sworn to before me this 29th day of March, 1933.

Herschel F. Fullerton
Notary Public State of Washington

#7331

March 18, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of March 17 enclosing copies of notice of claim which was filed by Standard Oil Company against the surety bond furnished by Knute Lien in connection with his contract for the construction of the Valley Falls-Chewaucan Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

We are today sending copies of the notice to the contractor and his surety.

Very truly yours

Secretary

AJ

March 18, 1933

C. O. Price, Manager
U. S. Fidelity & Guaranty Co.
Porter Building
Portland, Oregon

Dear Sir:

We are enclosing copy of notice of claim that has been filed with the Secretary of State by Standard Oil Company against the surety bond furnished by Knute Lien in connection with his contract for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

The claim is in the sum of $58.06 and is for petroleum products sold to the contractor.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Knute Lien
659 Andover Place
Portland, Oregon

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAR 18 1933
OREGON
COMMISSION

March 17, 1933

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We have received from Dey, Hampson & Nelson, Attorneys, Portland, Oregon, and filed as of this date a notice of claim by Standard Oil Company of California for materials furnished in the sum of $58.86 against the bond taken from Knute Lien, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Valley Falls-Oakerman Ranch Section of the Lakeview-Burns Highway, State Highway contract No. 1331.

We are enclosing a copy of this notice for your information and files together with two additional copies one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State

HM

COPY

TO THE STATE OF OREGON and to

HAL E. HOSS, Secretary of State of State of Oregon:

NOTICE IS HEREBY GIVEN that the undersigned, STANDARD OIL COMPANY OF CALIFORNIA, a corporation, has a claim for petroleum products sold and delivered in the sum of Fifty-eight and 86/100 Dollars ($58.86) against the bond taken from KNUTE LIEN, Principal, and UNITED STATES FIDELITY & GUARANTY COMPANY, surety, in connection with surfacing thirty-(30) miles of the Valley Falls-Oakerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties, Oregon, Oregon State Highway Contract No. 1331.

Dated at Portland, Oregon, March 10th, 1933.

STANDARD OIL COMPANY OF CALIFORNIA

By R. T. VIVIAN
District Sales Manager

Endorsed: File No. 2217
Filed March 17, 1933
HAL E. HOSS,
Secretary of State

#1331

14 1a

March 14, 1933

U. S. Fidelity & Guaranty Company
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

Inclosed is copy of notice of claim filed in the office of the Secretary of State by Burns Machine Shop for labor and materials furnished in the sum of $99.05 against the bond of Knute Lien in connection with the construction of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney counties, State Highway Contract No. 1331.

This information is given you since you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn
c.c. Knute Lien
659 Andover Place
Portland, Oregon

March 14, 1933

Hon. Hal E. Hoss
Secretary of State
Capitol Building

Dear Sir:

This acknowledges receipt of copies of notice of claim filed in your office on March 13, 1933, by Burns Machine Shop for labor and materials furnished in the sum of $99.05 against the bond taken from Knute Lien for work on the Valley Falls-Okerman Ranch section of the Lakeview-Burns Highway in Lake and Harney counties, State Highway Contract No. 1331.

In accordance with our usual practice, copies of such notice are being forwarded to the contractor and his surety.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

March 13, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We have received from H. V.Schmalz, Attorney, Burns, Oregon, and filed as of this date a notice of claim by Burns Machine Shop for labor and materials furnished in the sum of $99.05 against the bond taken from Knute Lien for work on the Valley Falls-Oakerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties, Oregon.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State

H m

Burns, Oregon,
March 11, 1933.

HAL E. HOSS,
Secretary of State,
Salem, Oregon.

Dear Sir:

E. J. Curtiss and Frank Loffel, during business as the Burns Machine Shop, hereby notify you in conformance with the provisions of the Oregon Statute, that the Burns Machine Shop furnished machinery and labor, including machine work, repairs, etc., to J. J. Fuller, a sub-contractor under Knute Lien, and also to Knute Lien, which were furnished in connection with the State Highway Contract No. 1381, in connection with the Valley Falls-Oakerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties, Oregon.

The contractor wasKnute Lien, and Mr. J.J. Fuller was a subcontractor under Knute Lien. Total amount was $149.05, less paid on account $50.00, leaving a balance of $99.05. No part of the said $99.05 has been paid, and the entire amount is now due and owing tothe Burns Machine Shop from J. J. Fuller and Knute Lien.

BURNS MACHINE SHOP,

By E. J. Curtis

STATE OF OREGON, }
County of Harney, } ss.

BE IT REMEMBERED, that on this 11th day of March, A. D. 1933, personally appeared before me E. J. Curtiss, known to me to be the party, who together with Frank Loffel, is doing business as the Burns Machine Shop, who signed the above instrument in my presence and acknowledged to me that he has executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

H. V. Schnelz
Notary Public for Oregon
My Commission Exp: June 12, 1936.

Endorsed: File No. 2214
Filed March 13, 1933
HAL E. HOSS, Secretary of State

#1331

11p-1a

March 10, 1933

U. S. Fidelity & Guaranty Co.
% C. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

We have been notified that Burns Machine Shop of Burns, Oregon, has a claim against the surety bond furnished by Knute Lien in connection with State Highway Contract No. 1331, which was awarded to him for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway.

The amount of the claim is $99.05 and is for labor and materials furnished to J. J. Faller, subcontractor under Mr. Lien.

This information is furnished you as you appear as surety on Mr. Lien's bond.

Very truly yours

Secretary

AJ

cc Knute Lien
659 Andover Place
Portland, Oregon

March 10, 1933

Mr. H. O. Schmalz
Attorney at Law
Burns, Oregon

Dear Sir:

This acknowledges receipt of your letter of March 8 enclosing statement of claim of Burns Machine Shop against J. J. Fuller, subcontractor under Knute Lien for materials, labor, etc., which you state were furnished in connection with State Highway Contract No. 1505 for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

State Highway Contract No. 1505, to which you refer in your letter, has no connection with the contract awarded to Knute Lien. Contract No. 1505 was awarded to C. R. Johnson for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, whereas Mr. Lien's contract was No. 1581 and is for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties. Our records show that Mr. J. J. Fuller was a subcontractor under Knute Lien, and not under C. R. Johnson.

Our records further disclose that Mr. Lien has completed his contract and that the State has made final payment to him for all work accomplished in connection therewith. The project was completed on September 24, 1932 and was approved and accepted by the Commission on October 5, 1932.

Mr. Lien furnished the State with a surety bond in connection with his contract for the protection of labor and material claims and all just dues, debts and demand incurred against the project. We offer this bond to the Burns Machine Shop for the protection of its claim. It was written by the United States Fidelity &

Mr. N. O. Schmalz
Page 2

Guaranty Company for which company C. O. Price is the local manager, with offices in the Porter Building, Portland, Oregon. In accordance with our usual practice, we are today notifying the bond company and the contractor of the existence of this claim, and suggest that you do likewise. Also that Burns Machine Shop file notice of its claim with the Secretary of State in conformance with the provisions of the statutes.

Very truly yours

Secretary

HBG:AJ

#1331

H. V. Schmalz
ATTORNEY AT LAW
UNITED STATES COMMISSIONER
MASONIC BUILDING
BURNS, OREGON

March 8th.1933.

Oregon State Highway Commission,
Salem,Ore.

Gentlemen:--

I have the honor to enclose you herewith statement of items due Burns Machine Shop in connection with State Highway Contract #1305 for the construction of the Valley Falls-Pike Ranch Section of the lakeview-Burns Highway.

Will you kindly file this claim with the proper party or parties and very much oblige,

HvS-S.

Yours very truly,

EARL CURTIS FRANK LOFFEL

Burns Machine Shop

Lathe Turning, Battery, Motor and Generator Repair
Belts, Pulleys, Shafting, Bearings

BURNS, OREGON

Under contract 1305,

Account of Knute Lien March 6, 1933

For work and material supplied to J. J. Fuller for job on Lakeview- Burns Hi-way known as Yellowstone Cut-off, as of May 24, 1932 to Sept. 23 1932.

Sec.#1.

First accounting, to July 25, 1932.	material	labor	weld'g	machine
May 24 Weld gear shift lever			.75	
July 8 " " " "			.75	
" 8 Make overlead bracket	.50	.50	.50	
" 10 Piece iron 3" x 9", and cut	.30	.20		
" 11 Weld fender bracket for truck			.50	
steel to reinforce	.35			
" 14 Repair shift slide, transmission		.50	.50	
	1.15	1.20	3.00	
Sec. 2. Charged to J. J. Fuller		Total above		5.35
June 17 Weld water pump, drill shaft		.15	.85	
" 4 Weld fish plates on frame of truck			9.00	
repairs on bed clamps & fittings		6.00		
" 20 Weld fingers of hoist clutch, make pins		.25	1.00	
" 27 Machine fan hub, re-babbitt	.25	1.25		1.50
July 3 Charge for use of gas, electric tools - -	3.00			
Weld pump rotor -			.75	
" 8 Weld, straighten trip lever			.75	
Make extra lever		1.00		
" 10 Weld governor case			.75	
" 11 " bumper rail			.50	
" 17 Point up (weld) and hard surface four scarifier teeth			8.00	

EARL CURTIS

FRANK LOFFEL

Burns Machine Shop

Lathe Turning, Battery, Motor and Generator Repair
Belts, Pulleys, Shafting, Bearings

BURNS, OREGON

page 2

Knute Lien acct.

(sec 2 cont'd)

	material	labor	weld'g	Machine
July 21 Welding on truck #8 following wreck			18.00	
labor charge		16.85		
" 24 Weld grease retainer for shovel			.75	
" 25 " & hardsurface one scarif. tth.			2.00	
Total section 2, - -		$ 72.60		

Sec. 3.

Mr. Fuller, by I. Laurie, Driver

	material	labor	weld'g	Machine
July 2 Repair water pump and tire bracket		1.00	.75	
Cash advance, purchase chauff. license	.50			
" 4 Build up and spot hub bolts, flange			1.00	
Machine same, above				3.25
Total, sect. 3,		6.50		

sec. 1,	5.35
" 2,	72.60
" 3,	6.50
Total to July 25 '32	84.45

page 3.

Knute Lien acct.

2nd accounting

Charged to Mr. Lien from July 26 to Sept. 1.,1932

section 4.

	material	labor	weld'g	machine
Aug. 10 Machine grader axle from 2-1/2" stock				6.75
Steel as above	5.25			
" 10 Hard surface bucket latch and point -			1.00	

Sec. 4 13.00

sec #5

Mr. Fuller, month inc. July 26 to Sept 1.

	material	labor	weld'g
July 27 Solder sprinkler head		.25	
" 28 Weld, reinforce frame, #8	1.25		3.50
Generator bearing, brushes	1.90		
Aug. 3 Re-wind generator armature		8.00	
" 5 Weld end gate hook			.50
8 bolts 5/8" x 8"	1.00		

sec. 5 - 16.40

(page 2.)	To July 25	$ 84.45
	sec 4	13.00
	" 5	16.40
	To Sept. 1,	$113.85

(see page 4.)

EARL CURTIS FRANK LOFFEL

Burns Machine Shop

Lathe Turning, Battery, Motor and Generator Repair
Belts, Pulleys, Shafting, Bearings

BURNS, OREGON

page 4.

Knute Lien acct.

(3rd accounting)

Ch'g Mr. Lien, month of Sept., 1932

sec.6

	material	Weld'g	machine
Sept. 5 Weld track link and plate		4.00	
" 19 " grader axle		5.50	
pc. steel for eye bolt	.70		

total sec. 6 $ 10.20

Ch'g J. J. Fuller

sec.7

	material	Weld'g	machine
Sept. 7 Make shaft for shovel	3.75		8.00
" 22 Weld gate brackets, truck		3.50	
material to reinforce	1.00		
" 23 Make swing shaft, shovel	2.25	6.50	

total sec 7. $ 25.00

As of Sept. 1, 113.85

Sept. (sec 6-7) 35.20

Total acc't.$149.05

Part pay't, cr.by ck., Oct. 24, $ 50.00

Total amount due, 99.05

#1331

[redacted]

FEB-1a

February 17, 1933

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of February 16, enclosing copies of notice of claim filed by W. E. Burns-Dan Burns against the surety bond furnished by Knute Lien in connection with his contract for the construction of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, said claim being in the sum of $83.99.

Copies of the notice are being forwarded to the contractor and the surety.

Very truly yours

Secretary

AJ

February 17, 1933

U. S. Fidelity & Guaranty Company
% C. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim that has been filed with the Secretary of State by W. E. Burns-Dan Burns against the surety bond furnished by Knute Lien in connection with State Highway Contract No. 1331, construction of Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway.

The claim is in the sum of $85.90 and is for labor and merchandise.

According to our records you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc KNUTE LIEN
659 Andover
Portland

Portland, Oregon
11th and Stark Sts.
Phone: BR. 7251

Salem, Oregon
High and Ferry Sts.
Phones: 422 & 2800

W. E. BURNS —— DAN BURNS
Not Brothers—The Same Man

Parts - Tools - Shop Equipment
Distributor and Wholesaler

Secretary of State
Salem, Oregon

Portland, Oregon
Feb. 15, 1933

Dear Sir:

In conformance with the provisions of Chapter 280, Oregon Laws for 1931, we file this notice of claim:

"Notice is hereby given that the undersigned, W. E. Burns Dan Burns Inc. ordered by Dan Miller, has a claim for merchandise, labor and parts for trucks, in the sum of $83.99 (Eighty Three and 99/100 Dollars) against the bond taken the United States Fidelity & Guaranty Company for the work of Knute Lien on the project, surfacing of Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties, State Highway Contract #1331."

We are taking this claim up with the United States Fidelity & Guaranty Company and will appreciate the filing of this claim.

Yours sincerely,

W. E. BURNS
W. E. Burns Dan Burns Inc.

Recorded: File No. 2198
Filed February 16, 1933
HAL E. HOSS,
Secretary of State.

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

February 16, 1933

Oregon State Highway Commission
Oregon State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have filed as of this date, a notice of claim by W. E. Burns-Dan Burns for labor and materials furnished in the sum of $83.99 against the bond taken from Knute Lien, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, State Highway contract No. 1331.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

RECEIVED
FEB 17 1933
OREGON

#1331

118-1a

February 15, 1933

Standard Oil Company
Walla Walla
Washington

Attention of Mr. R. T. Vivian

Gentlemen:

Reply is made to your inquiry of February 14 concerning the contract awarded by the Oregon State Highway Commission to Knute Lien for the construction of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

Our records show that this project was completed on September 24, 1932 and that it was accepted by the State Highway Commission on October 5, 1932; also, that final payment has been made to the contractor.

In connection with this project, the contractor was required to furnish a surety bond for the protection of claims incurred against the job. In this instance the bond was written by United States Fidelity & Guaranty Company; Mr. C. O. Price is its local manager, his address being Porter Building, Portland, Oregon.

In order to hold the bond responsible and liable for claims against public contracts of this kind, the claimant must file notice of his claim with the Secretary of State prior to the expiration of six months from the date of completion of the contract and acceptance thereof on the part of the State Highway Commission. A mimeographed copy of the law referred to is enclosed for your further information.

Very truly yours

Secretary

HBG:AJ

[illegible]

February 13, 1933

Mr. C. O. Price, Manager
U. S. Fidelity & Guaranty Co.
Portland, Oregon

Dear Sir:

We are informed that Standard Oil Company of California, Walla Walla, Washington, has a claim against Knute Lien in connection with State Highway Contract No. 1351, construction of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

The amount of the claim is $58.56 which, we believe, is for petroleum products sold to the contractor.

This notice is given you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

AJ

cc Knute Lien
659 Andover Place
Portland, Oregon

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
FIRST NATIONAL BANK BLDG
11 SOUTH SECOND STREET
P O DRAWER 56

SALES DEPARTMENT
R. T. VIVIAN
DISTRICT SALES MANAGER
J. C. EDWARDS
ASSISTANT DISTRICT SALES MANAGER

WALLA WALLA, WASH.

Portland, Oregon
Feb. 14, 1933

RECEIVED
FEB 15 1933
OREGON
STATE HIGHWAY C

Knute Lien - $58.86

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

The subject contractor owes the above amount which was incurred on Job #1331 known as the Valley Falls-Oakerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties. We have requested payment of this small balance from this contractor several times but have not received settlement.

Please advise this office when this job was accepted by the State, also whether or not our lien rights have expired.

We would greatly appreciate receiving this information and have enclosed a stamped addressed envelope for your convenience in replying.

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA

R. T. VIVIAN
District Sales Manager

By G.R. Wilkinson

GRW:LP
Enc.

completed Sept 24, '32
accepted Oct 5, '32
final paid

1331

#1331

February 15, 1933

W. E. Burns, Dan Burns, Inc.
11th and Stark Sts.
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of February 11 informing that you hold an order for $83.89 drawn on Knute Lien by Dan Miller which represents parts and merchandise furnished for trucks used on Mr. Lien's contract for the construction of a portion of the Yellowstone Cut-off.

In connection with this project, which is described as surfacing of Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties, State Highway Contract #1331, Mr. Lien furnished the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the job. The bond was written by United States Fidelity & Guaranty Company and its local manager is Mr. C. O. Price, Porter Building, Portland. This bond is offered to you for the protection of your claim.

We suggest that you take up the matter of your claim with the bonding company and also file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is attached.

Very truly yours

Secretary

HBG:AJ

February 13, 1933

Mr. C. D. Price, Manager
United States Fidelity & Guaranty Co.
Porter Building
Portland, Oregon

Dear Sir:

We have been informed that W. E. Burns Dan Burns, Inc. of Portland has a claim against the surety bond furnished by Knute Lien in connection with State Highway Contract No. 1331, surfacing of Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

The amount of the bill is $83.99 and is for parts and merchandise furnished for trucks used by Mr. Lien on the job above described.

This notice is given you as you appear as surety on the bond of Mr. Lien.

Very truly yours

Secretary

AJ

cc Knute Lien
650 Andover Place
Portland, Oregon

RK STS.
HONE: BR. 7251

SALEM, OREGON
HIGH AND FERRY STS.
PHONES: 422 & 2300

W. E. BURNS--DAN BURNS
Not Brothers --- The Same Man
PARTS—TOOLS—SHOP EQUIPMENT
DISTRIBUTOR AND WHOLESALER

State Highway Commission
Salem, Oregon

PORTLAND, OREGON

Feb. 11, 1933

Gentlemen:

We hold an order for $ 83.99 drawn on Knute Lien by Dan Miller. The sum represents parts and merchandise furnished for trucks used on the Yellowstone cut-off near Burns, Oregon.

Mr. Lien's home address is 659 Andover Place of Portland. We have notified him and requested payment of the above account which he does not dispute.

We shall appreciate your checking into this delinquency immediately.

Thanks kindly for the courtesies extended.

Yours sincerely,

W E Burns

W. E. Burns Dan Burns Inc.

RECEIVED
FEB 13 1933
OREGON
TE HIGHWAY C

NSPA

NEW PARTS FOR ALL CARS

FORM 5-A-1 4787 7500 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1 LP-1a

OREGON STATE HIGHWAY COMMISSION

SALEM

September 30, 1932

IN REPLY PLEASE
REFER TO FILE NO.

MEMORANDUM;
Mr. H. B. Glaisyer, Secretary

Dear Sir:

As per your request, I have checked up on the matter of Estimate 5, Contract 1331 with Knute Lien in the amount of $4,960.41, our voucher 10285.

This voucher has been signed by the Commission and Mr. Baldock and is being transmitted this afternoon to the Secretary of State's office for final payment. I find that on Sept. 16th we received a formal letter of instructions from Mr. Lien, instructing us to mail future warrants on his contract c/o The Bank of California, Portland, Oregon. A few days later, at your request, we wrote up the proper forms for a contemplated assignment by Mr. Lien in favor of the same bank.

We have accordingly held the voucher until today awaiting the return of this assignment form properly executed. This morning a representative of the bank placed a long distance call to my office requesting information concerning this estimate and as to the possibility of securing immediate payment providing the assignment was not executed and the necessary consent of surety secured.

As he indicated very strongly that the intention was not to complete the assignment I had the call switched to your office and understand that he definitely requested that no further notice be taken of the contemplated assignment and that the warrant be secured and mailed care of the bank as per Mr. Lien's instructions of Sept. 16th. I understand that he is to verify this instruction by letter, placed in the mail today and pending receipt of such a letter, we are transmitting the voucher.to the Secretary of State's office with the intention of holding the warrant until tomorrow morning, when the confirming letter will serve as a release for the warrant.

Yours respectfully
Carl F. Smith
Auditor.

#1331

3 LP-1a

September 24, 1932

The Bank of California,
Portland,
Oregon.

Attention of Mr. L. E. Cable, Assistant Manager

Gentlemen:

This acknowledges receipt of your letter of the 23 instant, enclosing an assignment to you by Mr. Knute Lien covering all of his right, title and interest in the estimate due the first part of October, amounting to $4,969.41, covering work completed by Mr. Lien on the Ckerman Ranch-Valley Falls Section of the Burns-Lakeview Highway.

We shall be pleased to honor this assignment provided it is executed on our standard form and accompanied by the written consent of the surety appearing on the bond furnished by Mr. Lien in connection with this work. This bond was written by United States Fidelity & Guaranty Company for which company C. O. Price is local manager. His address is Porter Building, Portland.

We are enclosing the assignment form in quadruplicate. Kindly secure Mr. Lien's signature and return at least two copies to this office. Also, please arrange for the letter from the bonding company as it is imperative that we have this before honoring the assignment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

THE BANK OF CALIFORNIA
NATIONAL ASSOCIATION

PORTLAND, OREGON

TELEGRAPHIC ADDRESS
"BANKOFCALA"-PORTLAND
CODES USED
A. I.
LIEBER
BENTLEY'S
BROOMHALL
WESTERN UNION
A.B.C. 5TH EDITION
PETERSON 3RD EDITION

RECEIVED
SEP 24 1932
OREGON
STATE HIGHWAY COMMISSION

September 23, 1932

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We are enclosing an assignment to this bank executed by Mr. Knute Lien, and would thank you to please acknowledge receipt, at the same time informing us that the warrant in payment of this estimate will be forwarded direct to us.

Yours very truly,

L E Cable

L. E. Cable,
Assistant Manager

LEC FK
Encl.

RECEIVED
SEP 24 1932
OREGON
STATE HIGHWAY COMMISSION

September 23, 1932

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

For value received, I hereby assign to The Bank of California, N.A., Portland, Oregon, all my right, title and interest in the estimate due the first part of October, amounting to $4,969.41, covering work completed on the Okerman Ranch - Valley Falls Section of the Burns-Lakeview Highway.

Yours very truly,

Knud Lien

#1331

1-a

September 12, 1932

U. S. Fidelity & Guaranty Co.,
% C. G. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

This is to inform you that the claim of Thos. Schock, in the sum of $52.80, in connection with State Highway Contract No. 1331, which was awarded to Knute Lien for the surfacing of the Valley Falls-Okerson Ranch Section of the Lakeview-Burns Highway, has been paid in full.

Very truly yours,

Secretary

AJ

cc Knute Lien,
650 Andover Place
Portland

September 12, 1932

Mr. Thos. Schock,
Burns,
Oregon.

Dear Sir:

I wish to thank you for your letter of September 10, informing that your bill, in connection with State Highway Contract No. 1531, which was awarded to Mr. Knute Lien, has been paid in full.

Very truly yours,

Secretary

AJ

D. C. C.
Sept 10-32

The State Highway Dept
Salem

Dear Sir I received
full amount on my
labor frank [illegible]
& Fuller [illegible] 15
thank you for
[illegible]
matter [illegible]
Your [illegible]
[illegible]

RECEIVED
SEP 12 1932
OREGON
STATE HIGHWAY COMM[illegible]

CONTRACT#1332,

PR 168-C Bridge over Clackamas River 1932

1332 [redacted]

RECEIVED
FEB [illegible] 1937
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
FEB 5 1937
OREGON
STATE HIGHWAY COMMISSION

February 4, 1937.

168-C

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon NRH 168-C, Clackamas River Bridge Sec., East Portland-Oregon City Highway, Clackamas County, was made by a representative of this office on Jan. 27, 1937. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

168-C

×

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

October 8, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FAP 168-C, Clackamas River Bridge Approaches, East Portland-Oregon City Hwy., Clackamas Co., was made by a representative of this office on September 10, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Oregon Federal Aid Project
No. 168, Section C.

Mp. 12685

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 18, 1932, by the State Highway Commission of Oregon, and on August 25, 1932, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 168, Section C; and

WHEREAS, the plans and specifications previously approved for said Section C provided for the construction of one bridge of more than 20 feet clear span 0.138 of a mile in length, in Clackamas County, for which the estimate approved was $210,391.50, and $130,926.63 Federal funds were set aside to the credit of said Section C; and

WHEREAS, the construction of said Section C in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $170,710.35, and voucher in the sum of $102,720.38 has been passed for payment as the share of the Federal Government on said Section C; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section C and a revision of the plans, specifications and estimate approved therefor to provide for an extension to include the approaches of the bridge between survey stations 40+34.7 and 40+00, and between survey stations 47+65.1

and 53+00, thereby increasing the length of the project from 0.138 of a mile to 0.246 of a mile, and to provide for the construction of a Portland cement concrete pavement on said extension, at an estimated cost of $4,559.62; and by reason thereof has requested that the estimate of cost approved for said Section C be increased from the previous actual cost of $170,710.35 to $175,269.97, and that the Federal funds approved and set aside to the credit of said Section C be increased from the previous actual payment of $102,720.38 to $105,501.74:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section C be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of one hundred five thousand, five hundred one and 74/100 dollars ($105,501.74) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

To Article I shall be added clause (b) to read:

> "(b) By the State, for the additional work involved in the reopening of said project, from Chap. 41, Laws of 1933."

Article II shall read:

> "Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:
>
> "Bridge and approaches across the Clackamas River, between survey station 40+00 in the NE 1/4 of Sec. 30, T. 2 S., R. 2 E., W.M., at the north end of Section B of said project, and survey station 53+00 in the SE 1/4 of Sec. 19, T. 2 S., R. 2 E., W.M., at the south end of Section A of said project, length 0.246 of a mile, in Clackamas County, being Oregon Federal Aid Project No. 168, Section C, consisting of one bridge of more than 20 feet clear span and approaches thereto, known locally as the East Portland - Oregon City Highway."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of one hundred five thousand, five hundred one and 74/100 dollars ($105,501.74), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred seventy-five thousand, two hundred sixty-nine and 97/100 dollars ($175,269.97), the approved total estimated cost of Section C of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 7th day of February, 1936, and the Secretary of Agriculture on the 27th day of April, 1936.

OREGON STATE HIGHWAY COMMISSION

By ____________________
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By F L Sou Valle
Member, State Highway Commission

Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

Oregon Federal Aid Project
No. 168, Section C.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 168-C, State of Oregon.

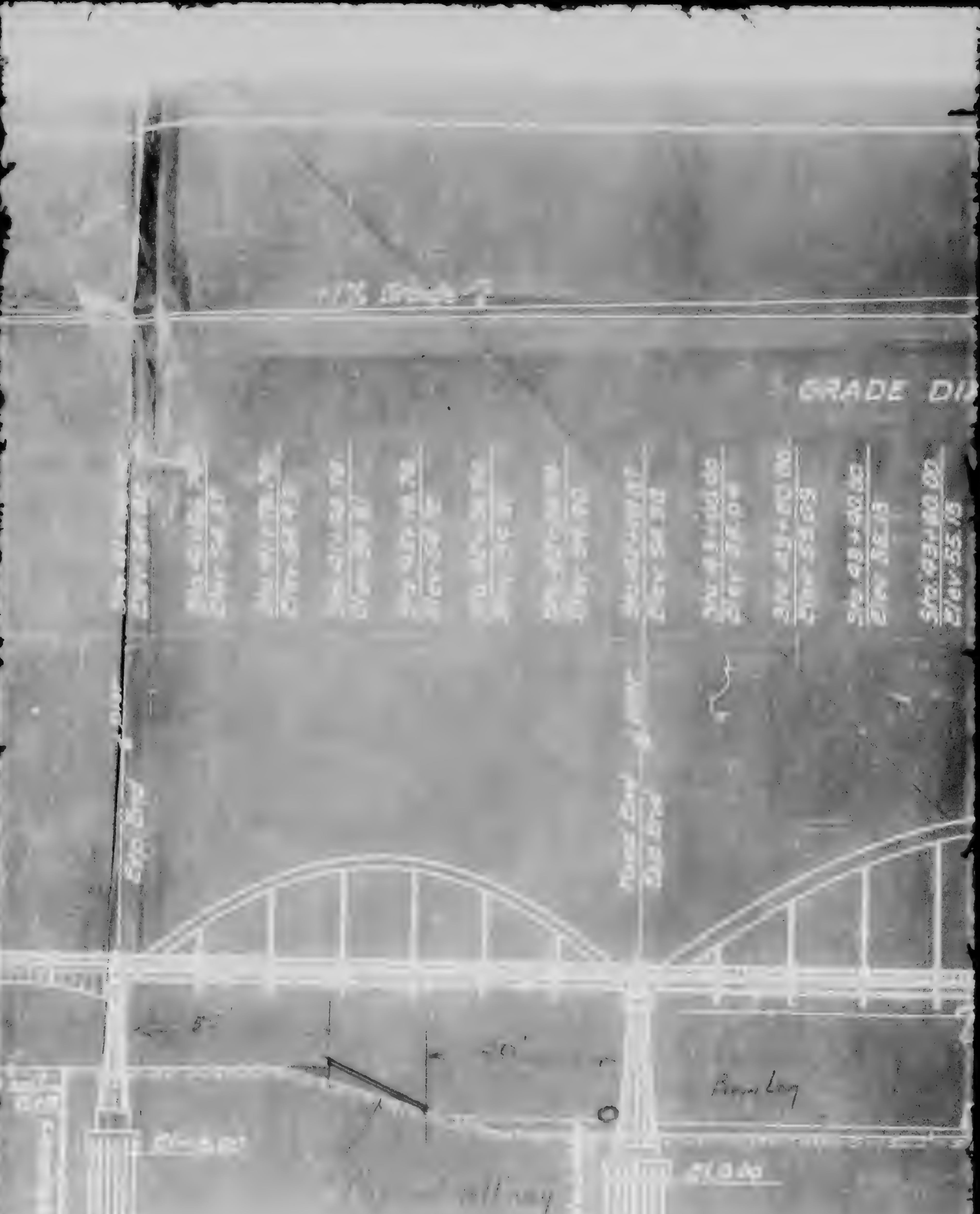
Second. That in accordance with said provisions I have approved the sum of $ 175,259.97
In lieu of the previous actual payment of $102,720.38,
as the total estimated cost of said project, and the sum of $ 105,501.74/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

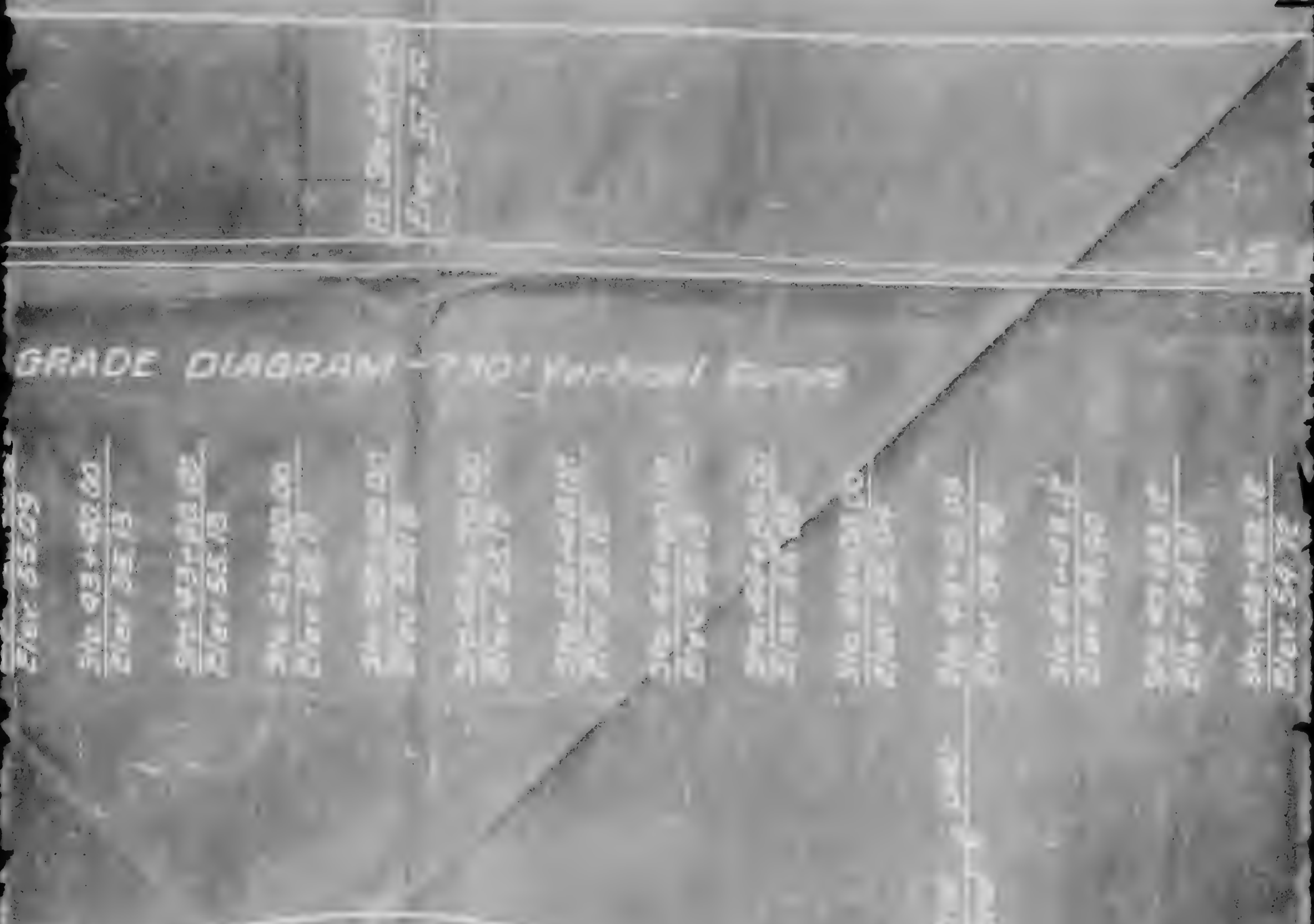
Done at the city of Washington, this 27th day of April one thousand nine hundred and thirty-six

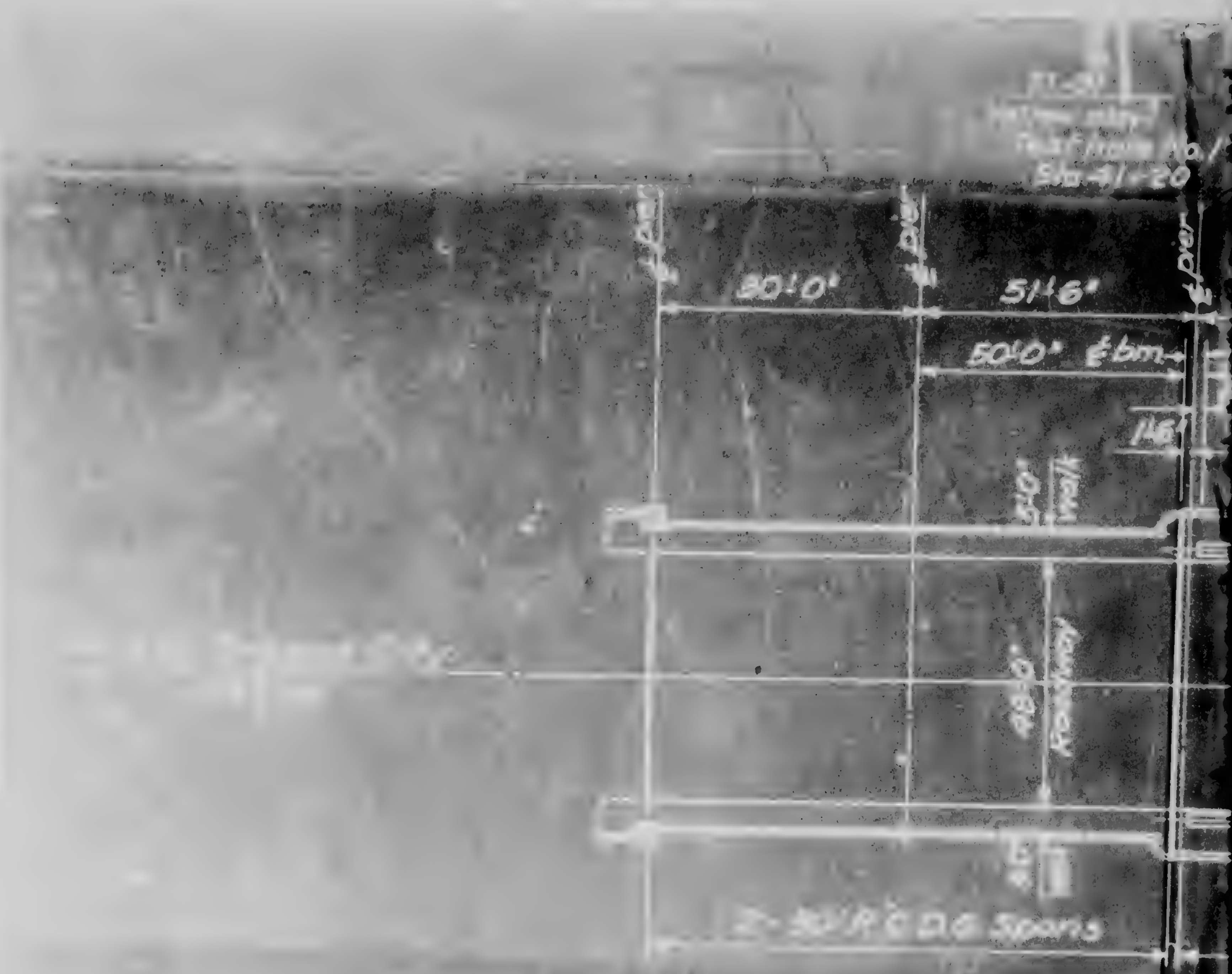
Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8-4630


GRADE DI
Exp. End
Fixed End
Exp. End
Sta. 43+80.00
Elev 55.15


GRADE DIAGRAM - 730' Vertical Curve
Elev. 55.09
Sta. 43+40.00
Elev. 55.18
Sta. 43+80.00
Elev. 54.72

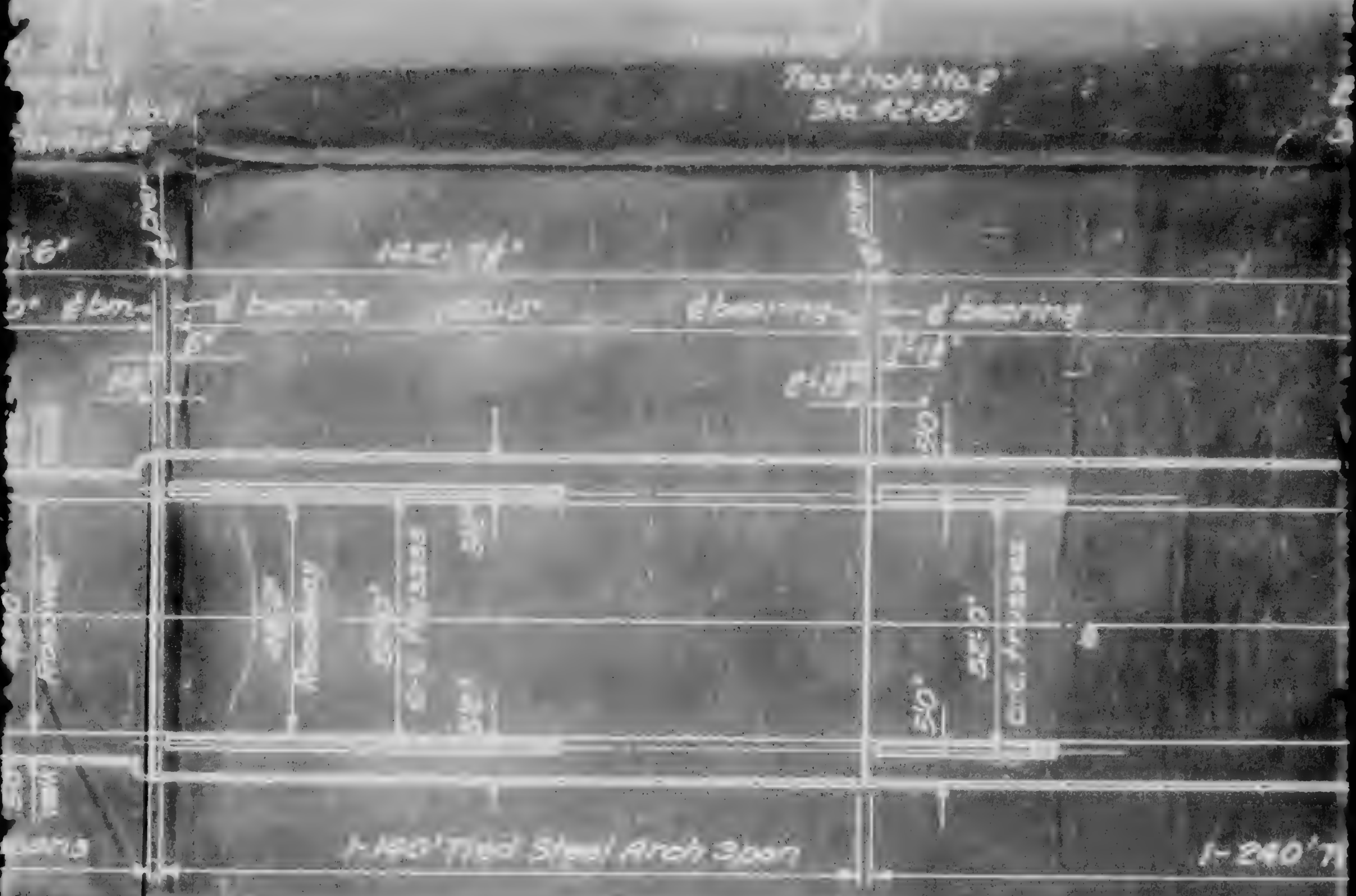


GENERAL NOTES

[illegible] in piers shall be class "B" mix except in co
[illegible] in roadway and sidewalk slabs sh
[illegible] shall be class "A" mix excep
[illegible]

[illegible] shall have 3/4" bevel unless
[illegible] steel shall be deformed bars pl
[illegible] otherwise, and shall
[illegible] on any concrete
[illegible] for at least 28 da
[illegible] be varied, at the disc

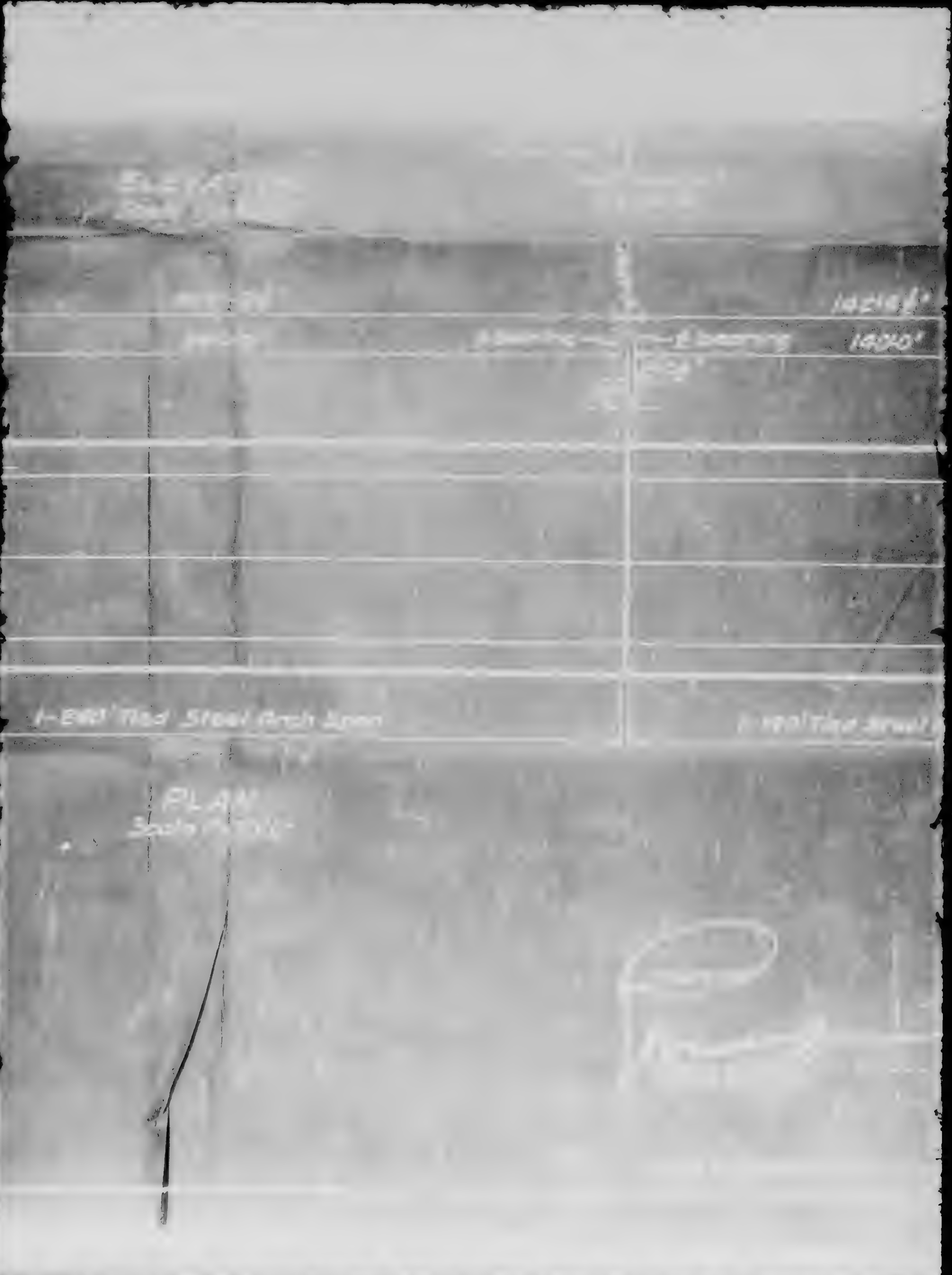
[illegible] shall conform to
[illegible]



xcept in caps and cross beams which shall be class "A"
slabs shall be class "D" mix. Allowable stress = 800#/□"
mix except handrail which shall be as shown

el unless noted or shown otherwise.
nt bars placed 2" clear from nearest face of concrete
, and shall be intermediate grade, allowable stress = [illegible]
concrete span shall be removed until all beams
ast 28 days
the discretion of the engineer in order to secure

nform to the Specifications for Bridges of the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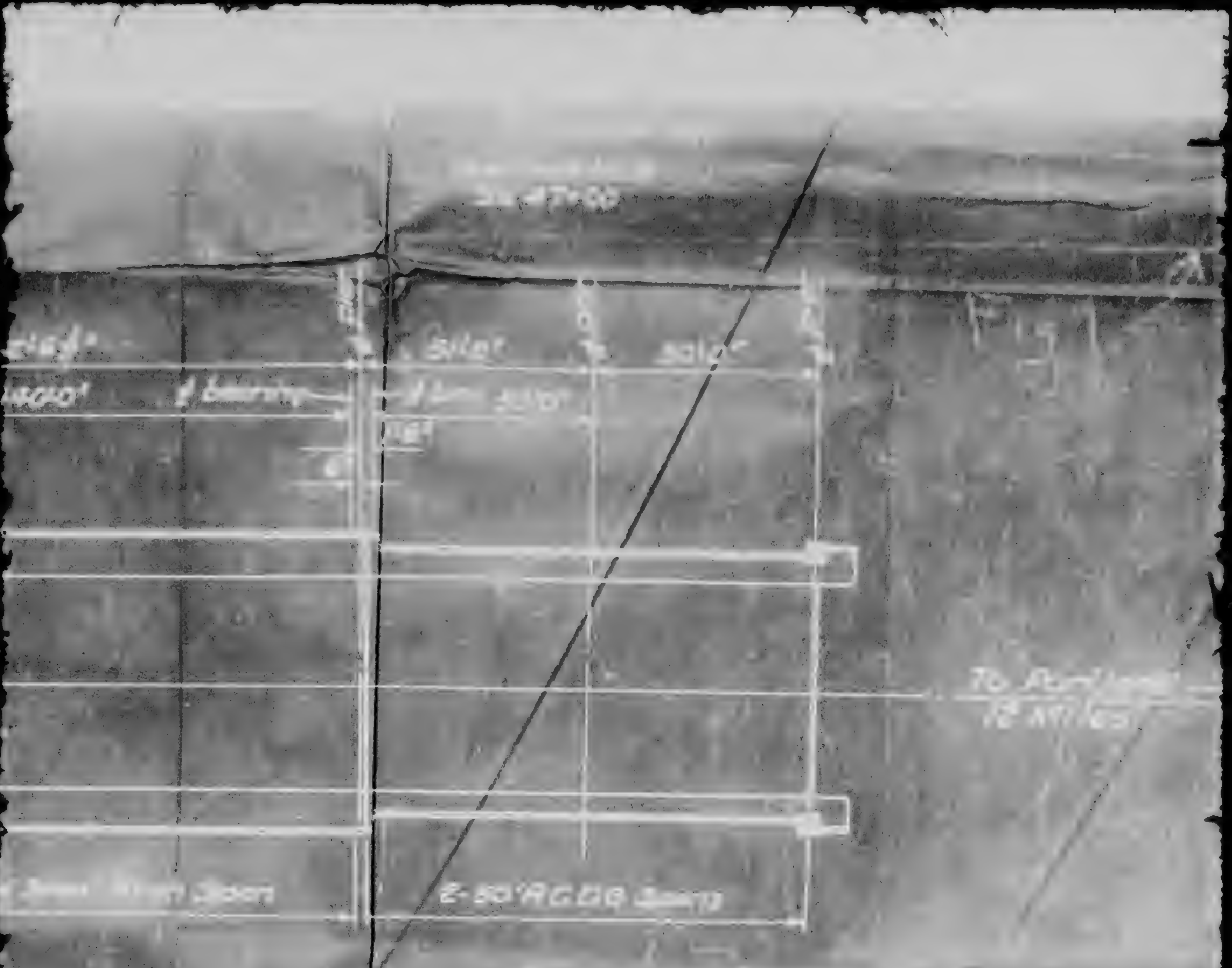
℄ bearing
1400'
Tied Steel Arch Span
PLAN
Scale



OREGON
STATE HIGHWAY COMMISSION

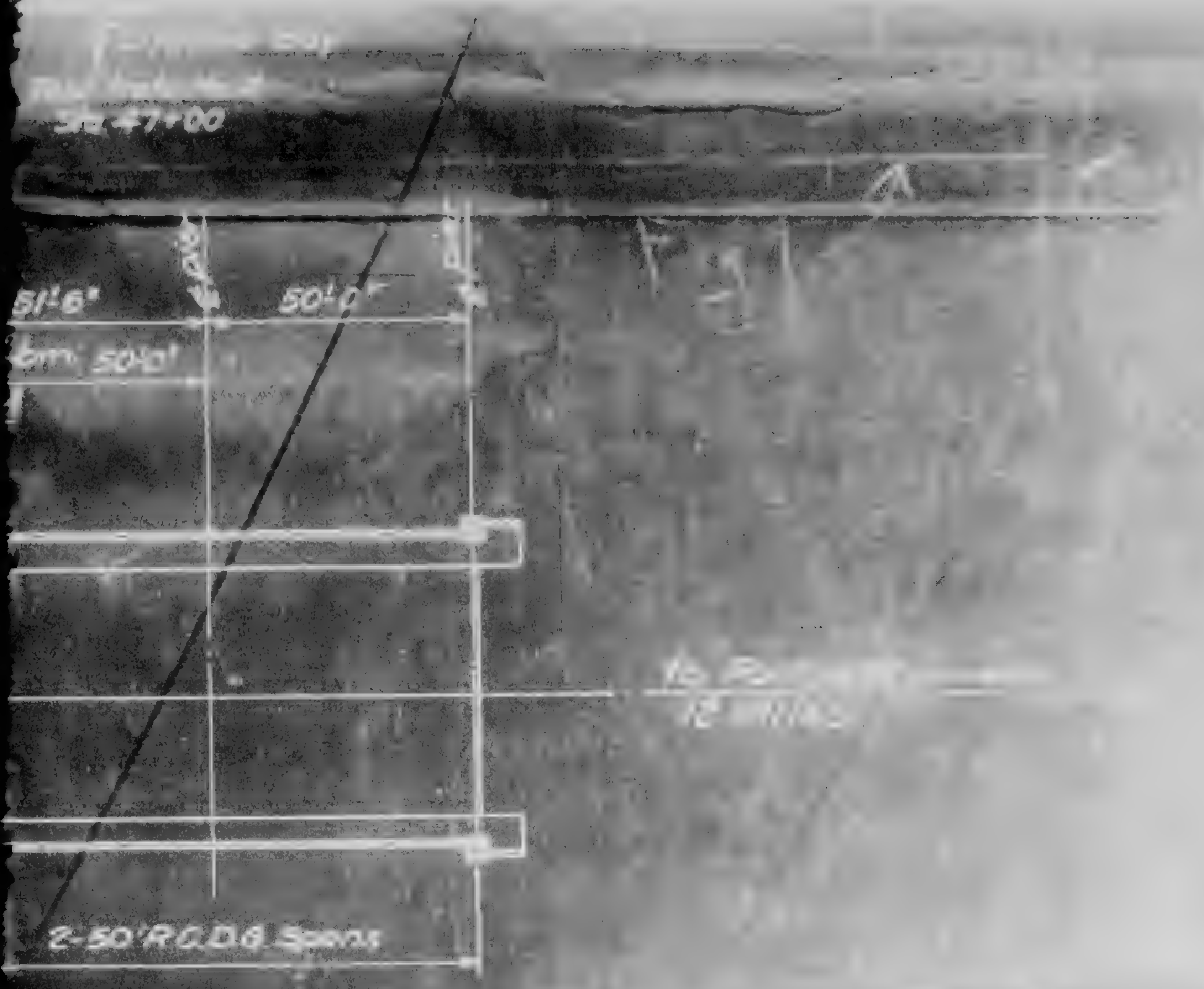
CLACKAMAS RIVER BR

LOCATED AT MILE

EAST PORTLAND–OREGON CITY

CLACKAMAS COUNTY

PLAN AND ELEVATION



OREGON
STATE HIGHWAY COMMISSION

LACKAMAS RIVER BRIDGE

LOCATED AT MILE [illegible]

EAST PORTLAND-OREGON CITY HWY

CLACKAMAS COUNTY

PLAN AND ELEVATION

[illegible]

168-C

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Clackamas Bridge Section, F. A. Project No. 168-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 168-B

CLACKAMAS BRIDGE SECTION OF THE
EAST PORTLAND-OREGON CITY HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, December 5, 1935

COMPLETED FEDERAL AID WORK

Total Final Cost	$ 190,246.42
Total Federal Aid Paid	$ 108,086.03
Total Emergency Construction Funds-Paid	$ 12,529.88
Length	0.246 miles

OTHER FEDERAL AID WORK UNDER CONSTRUCTION

Total Estimated Cost	$ 598.03
Total Estimated NRH Funds	$ 598.03
Length	0.136 mile

NEW WORK

Portland Cement Concrete Pavement (Sta. 40+00 to 40+34.7)
(Sta. 47+65.1 to 53+00)

All Required		Clearing and Grubbing		$ 2.01
10	cu. yds.	Trench Excavation	$ 0.70	7.00
150	cu. yds.	Excavation, Single Classification	0.20	30.00
11,500	yd. mi.	Truck Haul	0.12	1,380.00
30	lin. ft.	4" Drain Pipe	0.25	7.50
5	only	Inlets for 4" Drains	2.00	10.00
1,300	lin. ft.	Portland Cement Concrete Pavement	1.43	1,859.00
180	lin. ft.	Expansion Joints	0.15	27.00
800	lin. ft.	Contraction Joints	0.02	16.00
700	only	Dowels	0.12	84.00
2,000	lbs.	Tie Bars and Reinforcement	0.045	90.00
90	cu. yds.	Sand Cushion	0.60	54.00
200	cu. yds.	4" - 0" Gravel in Subbase and Shoulders	0.40	80.00
40	cu. yds.	1½" - 0" Rock in Subbase and Shoulders	1.60	64.00
30	cu. yds.	¾" - 0" Screenings	2.00	60.00
30	cu. yds.	Filler	0.50	15.00
30	yd. mi.	Hauling Filler	0.12	3.60

[illegible]	Sq. yds.	[illegible]	$ [illegible]	$ 67.50
[illegible]	Tons	Class "A" Asphaltic Concrete	[illegible]	175.00
[illegible]	Tons	Class "B" Asphaltic Concrete	[illegible]	100.00
[illegible]	Sq. yds.	Surface Finish Coat	0.045	[illegible]
		Subtotal		$ 4,148.23
		Add Engr. & Cont.		[illegible]
		Total		$ 4,559.60

Length of Roadwork [illegible] mile
Cost per mile $ [illegible].70

Federal Aid Funds Earmarked - $ [illegible] ([illegible])
State Funds Available - $ [illegible]

$ 4,559.60

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Federal Aid Project No. 168-C, the Clackamas River Bridge section of the East Portland-Oregon City Highway, have today been recommended for approval. This is your authority for advertising for bids. Our recommendation is subject to further review and approval by the Chief Engineer, and that any revisions required by him will be made.

Prompt submission of the bid tabulation and the project agreement estimate will be appreciated.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

-168-C

August 15, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Clackamas River Bridge Section, Project No. 168-C.

Five sets of blueprint copies of the typical section and summary sheets and one advance copy of the bid proposal are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

Encl.

Oregon State Highway Department Federal Aid Project No. 168-C

CLACKAMAS BRIDGE SECTION OF THE
EAST PORTLAND-OREGON CITY HIGHWAY IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 15, 1935

COMPLETED FEDERAL AID WORK

Total Final Cost	$ 190,246.42
Total Federal Aid Paid	108,886.03
Total Emergency Construction Funds Paid	12,519.8[illegible]
Length	0.246 mile

OTHER FEDERAL AID WORK UNDER CONSTRUCTION

Total Estimated Cost	$ 598.03
Total Estimated NRH Funds	598.03
Length	0.108 mile

NEW WORK

Portland Cement Concrete Pavement
(Sta. 40+00 to 40+34.7)(Sta. 47+65.1 to 53+00)

All Required		Clearing and Grubbing		$ 10.00
10	cu. yds.	Trench Excavation	$ 0.75	7.50
150	cu. yds.	Excavation, Single Classif.	0.45	67.50
11,500	yd. mi.	Truck Haul	0.12	1,380.00
30	lin. ft.	4" Drain Pipe	0.20	6.00
5	only	Inlets for 4" Drains	2.00	10.00
1,300	lin. ft.	Portland Cement Concrete Pavement	1.70	2,210.00
180	lin. ft.	¾" Expansion Joints	0.15	27.00
800	lin. ft.	Contraction Joints	0.05	40.00
700	only	Dowels	0.22	154.00
2,000	lbs.	Tie Bars and Reinforcement	0.05	100.00
90	cu. yds.	Sand Cushion	0.75	67.50
200	cu. yds.	4" - 0" Gravel in Subbase and Shoulders	0.90	180.00
40	cu. yds.	1¼" - 0" Rock in Subbase and Shoulders	1.50	60.00
30	cu. yds.	¾" - 0" Screenings	1.50	45.00
30	cu. yds.	Filler	0.50	15.00
30	yd. mi.	Hauling Filler	0.15	4.50
30	cu. yd.	Rock Footpaths	3.00	90.00

35	tons	Class "A" Asphaltic Concrete	$ 5.50	$ 192.50
20	tons	Class "B" Asphaltic Concrete	5.50	110.00
300	sq. yds.	Surface Finish Coat	0.05	15.00
			Subtotal	$ 4,791.50
			10% Engr. & Cont.	479.15
			Total	$ 5,270.65

Length of Roadwork	0.108 mile
Cost per mile	$ 48,802.31

Federal Aid Funds Requested- -	$ 3,215.09 (61%)
State Funds Available- -	2,055.56
	$ 5,270.65

PR 61.c

February 22, 1935

Institute of Steel Construction, Inc.
200 Madison Avenue
New York.

Attention of Mr. F. H. Frankland
Technical Director

Gentlemen:

This acknowledges receipt of your letter of February 14 and the certificate of award for the Dr. John McLoughlin Bridge which was attached thereto.

Permit me to thank you in behalf of the members of the State Highway Commission for this certificate, of which we are exceedingly proud. We are having it framed for display in a prominent place of our offices.

Very truly yours,

Secretary

HBG:AJ

dock --

Do you want this framed???

I have not acknowledged receipt - thought you might want to do that.

STEEL CONSTRUCTION, INC.

AVENUE

, N. Y.

Telephone: CALEDONIA 5-7370
Cable Address: AMINSTEEL

February 14, 1935

Bridge Co., Mt. Vernon, Ohio

First Vice-President
CLYDE MACCORNACK, The Phoenix Bridge Company, Phoenixville, Pa.

Second Vice-President
H. A. FITCH, Kansas City Structural Steel Co., Kansas City, Kans.

Treasurer
ROBT. T. BROOKS, The George A. Just Company, New York, N. Y.

Assistant Treasurer
A. J. POST, Post & McCord, Inc. New York, N. Y.

Acting Secretary
V. G. IDEN

Technical Director
F. H. FRANKLAND, M. Am. Soc. C. E.

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ART J. DYER, Nashville Bridge Co., Nashville, Tenn.
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A. J. POST, Post & McCord, Inc., New York, N. Y.
C. EDWIN MICHAEL, Virginia Bridge & Iron Co., Roanoke, Va.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

At last we have found it possible to carry out an intention that we had when the Institute's Annual Bridge Award Competition was inaugurated - that is, to issue certificates to the designers, owners and constructors of the prize-winning bridges.

It therefore gives me very great pleasure to enclose a Certificate of Award for the Dr. John D. McLoughlin Bridge, which won the Class C award for 1933.

Very truly yours,

FHFrankland
F. H. Frankland
Technical Director

FHF:S
Enc.

AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC.

200 MADISON AVENUE
NEW YORK, N. Y.

Telephone: CALEDONIA 5-7570
Cable Address: AMINSTEEL

February 14, 1935

OFFICERS

President
C. G. CONLEY, The Mt. Vernon Bridge Co., Mt. Vernon, Ohio
First Vice-President
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Second Vice-President
H. A. FITCH, Kansas City Structural Steel Co., Kansas City, Kans.
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Oregon State Highway Commission
Salem, Oregon

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Very truly yours,

FHFrankland
F. H. Frankland
Technical Director

FHF:S
Enc.

FORM 5-S-1 10636 5M 6-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

November 1, 1934

Mr. Wm. Emmett
American Institute of Steel Construction

Mr. Fred S. Perrine, Secretary
Oregon City Chamber of Commerce

Mr. Chas. McGonigle
Portland, Oregon

Mr. Leslie M. Scott, Chairman
Oregon State Highway Commission

✓ Mr. R. H. Baldock
Oregon State Highway Engineer

NOTED
State Highway Engineer

Gentlemen:

Mr. Perrine and I discussed over the phone the other day, the matter of setting a date for the unveiling of the American Institute plaque awarded to the McLoughlin Bridge.

Mr. Scott and Mr. McGonigle have previously signified that any date would be acceptable to them. I relayed this information to Mr. Perrine thereupon he suggested that we set Tuesday, November 27, which is the date ordinarily set aside for the meeting of the Oregon City Chamber of Commerce. In view of the statements made by all of you to the effect that any date would be satisfactory, I suggested to Mr. Perrine that we definitely decide upon that date then and there. I trust that our action in setting this date will be satisfactory to each and all of you and I am passing this information along to the end that everyone interested would be advised.

This department will see that the plaque is placed on the bridge and suitably protected the morning before the unveiling exercises. We will also see that the shoulders and grounds adjacent to the bridge structure are policed up and presentable.

H. B. GLAISYER, SECRETARY
E. B. ALDRICH, PENDLETON
WASHBURNE, EUGENE
PORTLAND

#2 November 1, 1934

It would be my suggestion that if there are any other matters to be taken care of in connection with these exercises, that you communicate direct to Mr. Perrine who will be in charge.

This communication is in response to a request from Mr. Scott that I keep all interested parties advised as to this matter.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

CBM LD

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon NRH 165-C

August 27, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Hyp. 12685

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRH-168, Section C.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
[illegible]

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 30th day of June, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 4th day of December, 1933, a revised project statement, which was approved by the Secretary on the 31st day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 21st day of March, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

five hundred ninety-eight and 03/100

dollars ($598.03) as the share of the United States payable under said act on account of Section C of said project, which is ~~does not exceed the authorized Federal pro rata share of~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5513

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 40+00 in the NE¼ of Section 30, T 2 S, R 2 E, W.M., and survey station 53+00 in the NE¼ of Section 19, T 2 S, R 2 E W.M. (excepting therefrom the portion between survey stations 40+34.7 and 47+65.1)

, length 0.105 of a mile~~s~~, in Clackamas County, being Section C of Oregon U.S.Public Works project No. NRM-168, consisting of 0.105 of a mile~~s~~ of roadway and no bridges, ~~such~~ of more than 20 feet clear span, known locally as the Milwaukie-Oregon City Section of the East Portland-Oregon City Highway.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State .... under provisions of the National Industrial Recovery Act.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of five hundred ninety-eight and 03/100 dollars ($ 598.03), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ is ~~xxxxxxxx)~~ the approved total estimated cost of Section C of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 245, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 16th day of August, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

By

Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. NRH-165-C. State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 596.03 as the total estimated cost of said project, and the sum of $ 596.03 as the share of the United States, payable under said acts on account of such project, which is the ~~[illegible] pro rata share of said~~ total estimated cost.

Done at the city of Washington, this 16th day of August one thousand nine hundred and thirty-four

Secretary of Agriculture
~~[illegible]~~

U. S. GOVERNMENT PRINTING OFFICE 1929

OWS

By Wilson
Acting Chief, Bureau of Public Roads

FORM B-E-1 14738 1500 4-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 22, 1934.

Mr. Leslie M. Scott
Chairman
State Highway Commission
Yeon Building,
Portland, Oregon

NOTED
State Highway Engineer

Dear Mr. Scott:

Mr. Baldock requested me to furnish you certain data in reference to the Dr. John McLoughlin Bridge in order that you might incorporate such portion of it as you desire in your address on the date of the unveiling of the American Institute Award Plaque. In response to this request, I am submitting the following material:

The McLoughlin Bridge consists of a series of three central steel arch spans flanked on either side by reinforced concrete approach construction. The total length of the bridge is 720 feet. The roadway width is 48 feet between curbs with one five foot pedestrian walkway cantilevered outside the main or principal arch structure on either side. The total width of the structure between handrails is 64'10".

Contract for this bridge was let by the Oregon State Highway Commission on March 16, 1932, to the firm of Lindstrom & Feigenson, general contractors, Portland, Oregon. The firm of Poole & McGonigle, also of Portland, fabricated and erected the steel. The total cost of the structure was $161,570.16. The structure was completed and opened to traffic on the 30th day of June, 1933.

The central portion of the structure which consists of one central span of 240 feet flanked on either side by a similar span 140 feet in length, embodies the employment of the arch principle. The segmental ribs which extend above the roadway deck in pleasing outline are arches not truss chords, the entire load from the roadway deck being transmitted vertically up through the slender hangers and down through the steel ribs into the foundations.

The arch principle in this particular instance, however, is utilized in a manner distinctly different from that which characterizes its application throughout the many centuries of civilization's progress. It may therefore be of interest to trace the development of this structural unit from the beginning of historical time.

The arch is as old as civilization itself. Historical records exist concerning an arch bridge across the river Euphrates built during the days of Nimrod approximately 2200 years before the birth of Christ. This was a brick structure carrying a roadway deck some 30 feet in width and is said to have been 660 feet in length over all. We are not clear as to the number of intermediate piers used to support this early structure. In fact, we are not sure whether the true arch or the corbelled arch principle was utilized in its construction. We do know, however, that the ancient Egyptians and the peoples of Mesopotamia utilized the true arch at an early date. The Hindus and the Chinese also used the arch but to the Etruscans, these semi-Asiatic forerunners of Roman civilization may be attributed the first extensive utilization of the true arch in bridge construction; and during the period following, the Golden Age of Roman development, many beautiful stone arch bridges were built.

The famous Roman aqueducts also employed the arch effectively and very beautifully. The Pont du Gard at Nimes, France (19 B.C.) (a majestic example of this class of construction), is a triple-deck affair of colossal proportions — over 160 feet from deck to waterline; six arches in the lower arcade having span lengths of from 65 to 80 feet, eleven arches of like span in the second arcade, and thirty-five short span arches in the third or upper one, complete this lasting monument to the skill of these early builders. And there was that double-deck aqueduct at Segovia in Spain so carefully wrought as to give rise to a legend, associated with it at a later date to the effect that it was supernaturally built — not the product of human hands.

For nearly a thousand years following the collapse of Rome and the obliteration of its culture, the art of bridge building stood still, but as the intellectual oblivion of the middle ages gave way to the flowering Renaissance, many beautiful stone arches were built throughout southern Europe. The Ponte S. Trinita over the Arno, Florence (1567-1570), the Ponte de Pierre at Toulouse (1543-1632) and the Pont Neuf at Paris (1607) are typical of the truly beautiful stone arch construction of this period.

Renaissance construction, as the name applies, was merely a rebirth of former architectural artistry. The bridges of this period were still rule-of-thumb affairs, responding to no mathematical law or precept. Thus far the builder had relied entirely upon his experience and judgment, there being no theory to which he could turn for aid. From a purely scientific standpoint, the bridges of this period were little better than those builded 2000 years earlier by the Romans.

But slowly, very slowly indeed, a new characteristic was developing in the breast of mankind — — the attribute of scientific curiosity.

During the 17th and 18th centuries, man turned his attention for the first time in nearly two thousand years to a study of the phenomena of nature and the development of modern science began. It is true that this was not the first time that this attribute had impelled a civilization, for while Plato wrote of abstractions -- of government -- of sociology, his disciple and successor Aristotle, without modern laboratories to aid him, groped for and found the beginnings of science, founding a school of thought which flowered forth under the Ptolemies in that great University at Alexandria on whose rolls stand the names of Archimedes -- Euclid -- Hero -- Eratosthenes -- Eratosthenes who measured the diameter of the earth and came within 50 miles of the right answer!

But the research of Alexandria was obliterated by the pomp and pugnacity of Rome, and for nearly twenty centuries little thought was given to the development and application of scientific principles.

The seventeenth century marked the beginnings of a scientific rebirth. In 1638 Galileo announced certain laws governing the variation of stresses in beams. Galileo's law was incorrect but of great historical significance as indicating the trend of thought.

In 1678 Hooke stated one of the first fundamental laws of structural engineering, the proportionality of stress and distortion -- "Ut tensio sic vis."

In 1688 Marriotte proved experimentally that the fibers on one side of a beam were compressed and those on the other side extended.

In 1716, the French government organized its National Department of Roads and Bridges, and in 1760, it was enlarged to become the Ecole des Ponts et Chaussees, the noted French engineer Perronet being its first Chief. In 1763, this same Perronet discovered the principle that the thrust of an arch against its abutments or piers could be resolved into two components, one vertical and one horizontal, and that in a series of arches, the horizontal components could be made to balance, or partially balance over intermediate piers, thus permitting the construction of slender piers at greatly decreased expense. It is interesting to observe that incidentally this principle, with certain modifications constitutes the theory underlying the development of the "bow string" arch of which the McLoughlin Bridge is an example.

In 1776 the first cast iron bridge was built. This was at Coalbrookdale in England over the river Severn. The structure was an arch composed of cast iron blocks built up in the form of a semi-circle. Iron was first rolled into the structural shapes by Cord of England in 1783, and in 1828 steel was first utilized in bridge work, this use being for the eye-bar chain of a 300 foot suspension span built in Vienna, Austria.

The development of iron and steel revolutionized the art of bridge building. The first metal bridges sought to imitate stone construction, and the true arch principle was employed. In 1840, Squire Whipple sought to modify arch action by the use of a tension member tying the outer ends of the arch rib together, developing what he called "The Bow String Girder." In 1841 Whipple patented this type of construction, but in 1846 he changed over to the truss type which, with very few exceptions, typified the metal bridge of the nineteenth century.

The McLoughlin Bridge may be said to represent, to a certain extent a reversion in principle to this early "Bow String" type; however, these early bow string girders were hybrid affairs, utilizing both arch action and the truss principle, and found no lasting field of utility.

The development of modern highways has given great impetus to the art of bridge construction, and in the desire to develop steel bridge types architecturally pleasing as well as structurally utilitarian, bridge engineers in several instances have returned to the early bow string principle with certain modifications and developments to be described later.

The McLoughlin Bridge is typical of this development. As stated hereinabove, the ribs which extend above the roadway deck are true arch ribs and the load stresses are distributed throughout these ribs in accordance with the true arch principle. Other arch types, however, transfer both vertical and horizontal components of stress into their foundations or piers. In this type of bridge the horizontal component of thrust at the extremities of the rib, (the points lying just above the concrete piers) are balanced and neutralized by means of a horizontal tie or chain of eye-bars, thus leaving the piers with only the vertical component of load to carry. The result is a pleasing structure, a structure economical of metal, a structure easy to maintain, and a structure which adapts itself to construction under foundation conditions which preclude the use of conventional arch types.

The McLoughlin bridge is a development of the bow string principle first promulgated by Whipple in 1840 but with this difference, the Whipple structures, and all of the development of the Whipple principle heretofore employed, have utilized a lower chord or tie integrally connected to the floor system. This construction has been objectionable because of certain secondary stresses introduced by virtue of the unequal distortion of the various members of the bridge under load. The McLoughlin Bridge eliminates these secondary effects by utilizing for the first time (at least for the first time as far as I have been able to determine) an eye-bar chain or tie entirely independent of the balance of the bridge. It may therefore be said to typify the latest development in steel arch bridge construction, the most advanced adaptation of a principle which extends back four thousand years, and perhaps longer, into the past.

Mr. Leslie M. Scott, #6

August 22, 1934.

The American Institute of Steel Construction awarded this structure first place in its annual competition, this award being based upon both architectural beauty and originality in design. This type appears distinctly superior to the ordinary steel truss types from an architectural standpoint. It also affords a much less obstructed view of the waterway and adjacent terrain on either side of the bridge and in localities of this kind where scenic considerations are paramount, this would appear a distinct advantage.

The total weight of metal in this structure amounts to 1,788,000 pounds as compared with 1,813,000 pounds for an ordinary steel through truss design of equivalent roadway and span dimensions, or a saving of 25,000 pounds. The pound price for steel fabricated and erected was five and three-tenths cents, one of the lowest pound prices received for structural steel bridge work in this locality for many years, thus indicating that there was no additional expense involved in fabrication.

All in all, therefore, it would appear that this type presents possibilities for a distinct improvement in architectural qualities and roadway visibility and also a slight economy in first cost.

I trust that the foregoing information, or at least a portion of it will be of service to you in preparing your address. If there is any further information along this line that you desire, I shall be very glad to supply the same if available.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

cc Mr. R. H. Baldock

FORM 9-K-1 13058 1M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

168-R

June 15, 1934

Mr. Alfred A. Hampson
General Attorney
Southern Pacific Company
Pacific Building
Portland, Oregon

NOTED

Dear Sir:

Receipt is acknowledged of your letter of the 11th instant, in which you make inquiry regarding the ultimate vacation of the existing undercrossing of the tracks of Southern Pacific Company near the south limits of Milwaukie.

The existing undercrossing and the highway alignment in the vicinity thereof originally constituted parts of an established county road and have only come under the jurisdiction of the State Highway Commission by virtue of the East Portland-Oregon City Highway having been declared a state highway by the State Highway Commission.

Upon the completion of the construction upon the new location of the state highway and the opening thereof to public traffic the existing section of highway no longer will be of interest to the State Highway Commission and jurisdiction and control thereover will revert to Clackamas County.

The proposed agreement which we prepared for execution between the State, Southern Pacific Company, and Portland Electric Power Company provides in clause 4 thereof that the State agrees to interpose no objection before the Public Utilities Commissioner to the abandoning and closing of the existing highway undercrossing or to the vacating of the section of highway involved. Naturally the State Highway Commission can not do anything toward the vacating of the existing highway until the new highway is opened to traffic, and after that occurs and the existing highway reverts to Clackamas County the State Highway Commission can not bind the County as to what shall be done regarding the same. It therefore is our suggestion that the matter be taken up with the County Court of Clackamas County, if you desire any commitments at this time as to the future policy of the County.

Mr. Alfred A. Hampson
June 15, 1934
Page 2

For the purpose of information and for preliminary consideration of the question, a carbon copy of this letter is being sent to the County Court of Clackamas County.

Yours very truly,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc County Court, Clackamas County
Attention W. C. Vaughn, County Judge
cc Mr. R. H. Baldock

June 7, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of agreement estimate for landscaping of the Clackamas River Bridge Section, Project No. NRH 168-C.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

JWN:GS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH 168-C

CLACKAMAS RIVER BRIDGE SECTION

OF THE EAST PORTLAND-OREGON CITY HIGHWAY

IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on estimated costs of state force construction).

Salem, Oregon, June 2, 1934

Materials:

Plants - (Trees, shrubs and vines required as per planting plans and plant order list with specifications	$ 128.55	
Fertilizer - Sheep guano, not sterilized (or equivalent) 1 ton at $12.50	12.50	
Peat moss, finely ground 13 bales at $1.50	19.50	
Tree Stakes (2" x 2" x 8') 14 only at $0.15	2.10	
Miscellaneous	10.00	
		$ 172.65

Equipment:

Truck Rental 2 trucks at $6.00 per day - 5 days		60.00

Labor:

Grading and Leveling Work 0.11 miles at $750.00 per mi.	$ 82.50	
Planting trees, shrubs and vines 14 trees at $0.60	8.40	
242 shrubs at $0.40	96.80	
		$187.70

Superintendence:

1 planting foreman at $125.00 per mo. (1/6 mo.)	$ 20.83
1 nursery foreman at $125.00 per mo. (1/6 mo.)	20.83

1 layout man at $125.00 per mo. (1/6 mo.)........... $20.83
1 timekeeper " " " " " 20.83

$ 83.32

Operation of Trucks

2 truck drivers at $4.00 per day - 5 days.................. 40.00

Sub-total............... $ 543.67
10% Engr. & Cont. 54.36

Total............... $ 598.03

Length of Roadway Approaches 0.108 miles

National Recovery Highway Funds Requested......................... $ 598.03

State funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920.

State funds for Maintenance: Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

March 21, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public Works project NRH 168-C, the Clackamas River Bridge section, landscaping, have today been recommended for approval. This is your authority for advertising.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

March 6, 1934

Mr. W. M. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany landscaping plans for the Clackamas Bridge Section, Project No. NRH 168-C.

Five bid proposals, five planting specifications and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. H. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH 168-C

CLACKAMAS RIVER BRIDGE SECTION

OF THE EAST PORTLAND-OREGON CITY HIGHWAY

IN CLACKAMAS COUNTY

~~(Estimate to accompany landscaping plans. Not as basis for project agreement.)~~
(Estimate as basis for project agreement. Based on estimated costs of state force construction)

Salem, Oregon, ~~March 3~~, 1934.

Materials:

Plants - (Trees, shrubs and vines required as per planting plans and plant order list with specifications............	$ ~~130.00~~ 128.55	
Fertilizer, - Sheep guano, not sterilized (or equivalent) 1 ton at $12.50.................	12.50	
Peat moss, finely ground 13 bales at $1.50.............	19.50	
Tree Stakes (2" x 2" x 8') 14 only at $0.15..............	2.10	
Miscellaneous..................................	10.00	
		$ ~~174.10~~ 172.65

Equipment:

Truck Rental 2 trucks at $6.00 per day - 5 days..........		60.00

Labor:

Grading and Leveling Work 0.11 miles at $750.00 per mi.......	$ 82.50	
Planting trees, shrubs and vines, 14 trees at $0.60..................	8.40	
242 shrubs at $0.40.................	96.80	
		$ 187.70

Superintendence:

1 planting foreman at $125.00 per mo. (1/6 mo.)	20.83
1 nursery " " " " " "	20.83

1 layout man at $125.00 per mo. (1/6 mo.)......	$20.83	
1 timekeeper " " " " "	20.83	
	$ 83.32	

Operation of Trucks

2 truck drivers at $4.00 per day - 5 days.............	40.00	
Sub-total	$ 545.12	543.67
10% Engr. & Cont.	54.51	54.36
Total..........	$ 599.63	598.03

Length of Roadway Approaches 0.108 miles

National Recovery Highway Funds Requested.......................	$ ~~599.63~~	598.03

State funds for constr: Chap 175, Laws 1917; Chap 31 Laws 1920
" " maint: Chap 41, Laws 1927

February 9, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to final voucher for Oregon E.C.H. project E-180-B, submitted in the amount of $5,753.97.

The credit of $151.98 from Oregon E.C.H. project E-180-C has been considered as a previous payment on this project and the voucher is being recommended in the reduced amount of $5,601.99.

Very truly yours,

W. H. LYNCH
District Engineer

#1332
168-C

October 18, 1933.

Commercial Casualty Insurance Co.
C/o George D. Hoban
Wilcox Building
Portland, Oregon

Gentlemen:

We are attaching a copy of notice of claim which has been filed by the State Industrial Accident Commission against the bond of Lindstrom & Feigenson for contributions due in connection with contract No. 1332 which was awarded Lindstrom & Feigenson for bridge construction over the Clackamas River in Clackamas County. This claim is in the amount of $177.48.

We are giving you this information as you appear as surety on the bond furnished on this project.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC Secretary

cc - Lindstrom & Feigenson
421 Railway Exchange Bldg.
Portland, Oregon

October 16, 1933

Hal E. Hoss
Secretary of State
CAPITOL BUILDING

Dear Sir:

This is to acknowledge receipt of your communication of October 11th with attached copies of notice of claim which has been filed by the State Industrial Accident Commission against the bond furnished by Lindstrom & Feigenson in connection with contract No. 1332 which was awarded them for bridge construction over the Clackamas River on the East Portland-Oregon City Highway inClackamas County. This claim is in the amount of $177.43 and represents contributions due.

In accordance with our usual practice we are today sending the surety and the contractor a copy of this notice.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

October 11, 1933

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H.B.Glaisyer, Secretary

There are enclosed three copies of a notice of claim by the State Industrial Accident Commission for contributions due the Accident Fund in the amount of $177.43 against the bond taken from Lindstrom & Feigenson, principal, and Commercial Casualty Insurance Company, surety, for work on the Clackamas Bridge at Gladstone, Oregon.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

To - STATE OF OREGON

Hal E. Hoss,
Secretary of State:

Notice is hereby given that the State Industrial Accident Commission has a claim for contributions due the Accident Fund, in the sum of $177.43, against the bond taken from Lindstrom & Feigenson and the Commercial Casualty Insurance Company, Geo. D. Hoban, Agent, Wilcox Building, Portland, Oregon, said amount being for work performed by H. B. Watson, a sub-contractor under the firm of Lindstrom & Feigenson on the work of construction of the Clackamas Bridge at Gladstone, Oregon, pursuant to a contract between Lindstrom & Feigenson and the Highway Department of Oregon.

STATE INDUSTRIAL ACCIDENT COMMISSION

By Ralph H. Campbell

Attorney

RHC:LF

RECEIVED
OCT 11 1933
OREGON

Endorsed: File No. 2300
Filed October 11, 1933
HAL E. HOSS,
Secretary of State

#1332

168-C

October 14, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of October 11 enclosing copies of notice of claim filed by State Industrial Accident Commission against Lindstrom & Feigenson in connection with their contract for the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County.

Copies of the notice are being forwarded to the contractors and their surety.

Very truly yours

Secretary

AJ

October 14, 1933

Commercial Casualty Insurance Company
% Mr. Geo. D. Hobson, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We hand you copy of notice of claim filed by State Industrial Accident Commission with the Secretary of State against Lindstrom & Feigenson in connection with their contract for the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County.

The claim is in the sum of $1167.17 and is for contributions due the Accident Fund.

This information is given you as you appear as surety on the contractors' bond.

Very truly yours

Secretary

AJ

cc Lindstrom & Feigenson
Railway Exchange Bldg.
Portland, Oregon

C. N. LAUGHRIDGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
OCT 1 · 1933
OREGON
[illegible] COMMISSION

October 11, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information three copies of a notice of claim by the State Industrial Accident Commission for contributions due the Accident Fund in the amount of $1187.17 against the bond taken from Lindstrom & Feigenson, principal, and Commercial Casualty Insurance Company, surety, for work on the Clackamas Bridge at Gladstone, Oregon.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

COPY

To - STATE OF OREGON

Hal E. Hoss,
Secretary of State:

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the Accident Fund, in the sum of $1187.17, against the bond taken from Lindstrom & Feigenson and the Commercial Casualty Insurance Company, Geo. D. Hoban, Agent, Wilcox Building, Portland, Oregon, for the work of construction of the Clackamas Bridge at Gladstone, Oregon, under a contract with the State Highway Department.

STATE INDUSTRIAL ACCIDENT COMMISSION

By Ralph H. Campbell

Attorney.

RHC:LF

Endorsed: File No. 2321
Filed October 11, 1933
HAL E. HOSS,
Secretary of State

#1332

168-C

October 10, 1935

Metropolitan Casualty Insurance Company,
Geo. D. Hoban, Agent,
Wilcox Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1332 for the construction of a bridge over Clackamas River on the East Portland-Oregon City Highway in Clackamas County has been completed by the contractors, Lindstrom & Feigenson, and that final settlement will be made by the State with said contractors for work done under said contract on or after October 20, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is being served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $161,570.16 including the final payment. Of this amount $174.11 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

October 3, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A recent inspection of the Clackamas River Bridge, Oregon E-168-C, discloses that the stub falsework piling have not been removed from either the river channel or banks of the stream.

It will be recalled that this work was deferred in order that it might be done during low water stages, and unless done within the near future, high water will again prevent satisfactory removal of these stubs until next season. It is believed that this work should be done at once.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

REFERRED TO
[illegible]
By State Highway Engineer

RECEIVED
OCT - 1933
OREGON
[illegible]

#1332
162C

July 24, 1933

Mr. C. B. McCullough
Bridge Engineer
Office

Dear Sir:

Attached hereto is a request for an extension of time on contract No. 1332, the same being the bridge across the Clackamas River on the East Portland-Oregon City Highway.

Work on the structure itself was completed before the end of the contract time, which was March 31, 1933. There were a few falsework piling left in the bed of the stream which were very difficult to remove on account of high water at that time. The contractor removed these piling after the water went down and the structure is now complete.

There was no inconveniense caused anyone due to the delay in the completion, neither were there any extra expenses caused the state by virtue of this delay.

In view of the above, I would recommend that the requested extension be granted without penalty.

Very truly yours

G. S. Paxson
Field Engineer

GSP LD
Attached

Bridge Engineer

FORM 2-3-1 4406 1M 4-33
COMMISSION
LESLIE M. SCO CHAIRMAN, PORTLAND
E. B. ALDRICH NDLETON
CARL G. WAS URNE, EUGENE
H. B. GLA R, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

11-1 C

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM, OREGON

July 12, 1933.

Mr. H. G. Smith,
Construction Engineer
Office.

NOTED
State Highway Engineer

Dear Sir:

There has been considerable settlement at both ends of the Clackamas River Bridge and both ends of the relief opening. On the north end of the Clackamas River Bridge there has been about a 4-inch settlement.

A few days ago I obtained an order from you to try the mud jack and attempt to raise this sunken pavement. Two days were spent on this work and we were unable to raise the pavement at all. It appears that there was a settlement and then the expansion in the adjacent pavement and also the concrete bridge wedged the pavement into the sunken position. The only way that this can be raised would be to chip out by hand a considerable amount off of the end of one slab. This would cause considerable work and we did not go to this expense, so the bridge approaches remain as they were in the first place.

The settlement all seems to be within the first 20-feet of the actual bridge ends. Undoubtedly this settlement will continue but until there is a more objectionable bump I would recommend that nothing be done. I am quite sure that this settlement will continue for a number of years as it is practically impossible to stop this settlement when an approach is built in this manner. However, after a little time it might be possible to do a slight amount of black patching on these settlements and keep building it up along with the settlement.

In checking over the fill on the north end of the Clackamas River Bridge approach, I find that there is no noticeable settlement where the fill joins the vertical bank on the north end, altho at this point the fill is higher than it is at the bridge end by some 10-feet or more. The only reason for this apparently is that when the fill was placed there was a large amount of water on the slough at the north end and the rock was placed directly into the water. On the bridge end the rocks were not placed in the water. Later the water came up around the base of the fill which softened the part on which there had not been water before, and this probably accounts for the settlement at the actual bridge and more than on the north end where the fill was higher.

Yours very truly,

WM. E. CHANDLER
Division Engineer.

WEC:ER
cc Mr. R. H. Baldock
Mr. F. D. Eason

FORM 2-B-1 6451 5M 11-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

168C

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

July 10, 1933

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

Herewith is a letter from a Mr. O. E. Leek, addressed to Marshall Dresser, resident engineer, on the Clackamas River Bridge. Mr. Leek in his letter offers us five dollars for the material in the building used by Mr. Dresser as an office during the construction of the bridge.

In as much as the material in this office is no value to us and it would probably cost us fifteen or twenty dollars to move it is my recommendation that Mr. Leek's offer be accepted.

Very truly yours,

C. B. McCullough
Bridge Engineer

WAR:DK

Gladstone, Oregon,
July 8, 1933.

Mr. Marshall Dresser,
Resident Bridge Engineer,
Oregon State Highway Commission,
Oregon City, Oregon.

Dear Sir:

I hereby make offer of Five Dollars ($5.00) lump sum for the material in the temporary building which you used as field office near the Clakamas River Bridge.

In making this offer I understand that it covers the salvagable lumber only, and that the doors and windows are the property of Lindstrom & Feigenson and have been returned to them.

If my offer is accepted, I agree to remove the shack from the right of way, clean up the site, and leave it in presentable shape within thirty days.

Very truly yours,

O.E. Leek

O. E. Leek,
R. F. D. 12,
Milwaukie, Oregon.

Hwy. 12685

Form P. R. 2
State Oregon
Project No. E-168, Section C

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 7th day of April, 1933 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress) approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 4th day of April, 1931, a project statement, which was approved by the Secretary on the 20th day of April, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 30th day of August, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of five thousand, eight hundred twenty-two and 39/100 dollars ($5,822.39) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "Emergency Construction Highway funds" appropriated by Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917 and Chap. 31, Laws of 1930.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 40+00 in NE¼, Sec.30, T 2 S, R 2 E, W.M. and survey station 53+00 in SE¼, Sec.19, T 2 S, R 2 E, W.M. (excepting therefrom the portion between survey stations 40+34.7 and 47+65.1), length 0.108 miles, in Clackamas County, being Section C of Oregon Federal Aid project No. E-168, consisting of approaches to ~~miles of roadway and~~ one bridges~~, each~~ of more than 20 feet clear span, 0.108 of a mile in length known locally as the Milwaukie-Oregon City Section of the East Portland-Oregon City Highway between official control points of the same name.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of five thousand, eight hundred twenty-two and 39/100 dollars ($5,823.39), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of nineteen thousand, four hundred seven and 98/100 dollars ($19,407.98), the approved total estimated cost of Section C of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of Five thousand, eight hundred twenty-two and 39/100

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 11th day of May, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By L M Scott

Ac Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Chas Washburn

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

R G Tugwell
Secretary of Agriculture.

U. S. GOV[illegible]: 1931 8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon.

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. E-168-C State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 19,407.98 as the total estimated cost of said project, and the sum of $ 5,822.39 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 11th day of May one thousand nine hundred and thirty-three

R G Tugwell
Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 1930 8—4829

#1332

168C

May 16, 1933

Commercial Casualty Insurance Company,
708 Wilcox Building,
Portland, Oregon.

Attention: Mr. D. W. Porter.

Gentlemen:

Reference is made to your letter of April 20th requesting that further payments to Lindstrom & Feigenson on their contract No. 1332 for the construction of a bridge over Clackamas River on the East Portland-Oregon City Highway in Clackamas County, be held until we received your written consent.

We recently received notices of release of the claims which were on file against this contract so assume that it is now satisfactory to make the payments direct to the contractors. Will you kindly advise if this will be satisfactory to you.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McV.

#1332

May 15, 1933

Commercial Casualty Insurance Co.
Wilcox Building
Portland, Oregon

Attention: Robt. K. Shimmin
Supt. of Claims

Gentlemen:

This is to acknowledge receipt of notices of release of claims from Poole and McGonigle, Inc., and from Poole-Dean Company against the bond of Lindstrom and Feigenson in connection with Contract No. 1332 covering the construction of the Clackamas River Bridge on the East Portland-Oregon City Highway, Clackamas County.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

cc - Lindstrom and Feigenson
7935 N. E. Halsey Street
Portland, Oregon

Commercial Casualty Insurance Company

PACIFIC DEPARTMENT, 220 BUSH STREET, SAN FRANCISCO, CALIF.

Portland Branch Office

7TH FLOOR, WILCOX BLDG. ATWATER 7521

PORTLAND, OREGON

May 12, 1933

State Highway Commission,
Salem, Oregon.

Gentlemen:

In re: Commercial Casualty Ins. Co. Bond 216678, Issued in connection with State Highway Contract #1332 for the Construction of the Clackamas River Bridge on the East Portland-Oregon City Highway, Clackamas County, Oregon.

I am attaching hereto notices of release from Poole and McGonigle, Inc., and from Poole-Dean Company, which notices have been executed by E. L. McDougal, Vice-president.

Yours very truly,

Robt K. Shimmin
ROBERT K. SHIMMIN, Supt. of Claims.

RKS/De

NOTICE

TO: THE STATE OF OREGON, and
STATE HIGHWAY COMMISSION

Notice is hereby given that the undersigned, POOLE & McGONIGLE, INC., a corporation, have fully settled and compromised their claim against Lindstrom & Feigenson of Portland, Oregon, and the Commercial Casualty Insurance Company, a corporation, arising out

HGS/H

NOTICE

TO: THE STATE OF OREGON, and
STATE HIGHWAY COMMISSION

Notice is hereby given that the undersigned, POOLE & McGONIGLE, INC., a corporation, have fully settled and compromised their claim against Lindstrom & Feigenson of Portland, Oregon, and the Commercial Casualty Insurance Company, a corporation, arising out of a contract in connection with the construction of the Clackamas River Bridge on the East Portland-Oregon City Highway in Clackamas County, Oregon, which contract is known as State Highway Contract No. 1332.

This Notice is intended as a release of all claims.

POOLE & McGONIGLE, INC.,
a corporation,

May 10th, 1933

By____________________
Vice-President.

NOTICE

TO: THE STATE OF OREGON, and
STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, POOLE-DEAN COMPANY, a corporation, have fully settled and compromised their claim against Lindstrom & Feigenson of Portland, Oregon, and the Commercial Casualty Insurance Company, a corporation, arising out of a contract in connection with the construction of the Clackamas River Bridge on the East Portland-Oregon City Highway in Clackamas County, Oregon, which contract is known as State Highway Contract No. 1332.

This Notice is intended as a release of all claims.

POOLE-DEAN COMPANY,
a corporation,

May 10th, 1933

By
Vice-President.

FORM 2-A-1 6707 10M 12-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

NOTED
State Highway Engineer

April 21, 1933.

NOTED
State Highway Engineer

IN REPLY PLEASE REFER TO FILE NO. 168C

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

I believe it very hazardous to pave the Clackamas River Bridge approaches unless there is high enough water in the Willamette River to inundate the base. I recall no fills even tho made of rock that did not settle considerably when thoroughly saturated to a considerable depth.

With a high water in the Willamette to a depth of several feet on the fills, I believe it would be perfectly safe to pave them after that, but if there will be no high water I think the settlement will be excessive.

Yours very truly,

H G Smith

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

#1332

168C

April 19, 1933

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of April 18 enclosing copies of notice of claim filed by Poole-Dean Company against the surety bond furnished by Lindstrom & Feigenson in connection with State Highway Contract No. 1332, construction of bridge over Clackamas River on the East Portland-Oregon City Highway in Clackamas County.

Copies of the notice are being sent to the contractors and their surety.

Very truly yours

Secretary

AJ

April 19, 1933

Commercial Casualty Insurance Company
% Mr. Geo. D. Hoban, Resident Agent
Wilcox Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed with the Secretary of State by Poole-Dean Company against the surety bond furnished by Lindstrom & Feigenson in connection with State Highway Contract No. 1332, construction of bridge over Clackamas River on East Portland-Oregon City Highway in Clackamas County.

The amount of claim is $16,500.02 and is for labor and materials furnished in connection with the above-described contract.

This notice is given you as you appear as surety on the contractors' bond.

Very truly yours

Secretary

AJ

cc Lindstrom & Feigenson
Railway Exchange Bldg.
Portland, Oregon

C. N. Laughridge, Chief Deputy

Hal E. Hoss
SECRETARY OF STATE
SALEM, OREGON

April 18, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

A notice of claim by Poole-Dean Company for materials furnished in the amount of $16,500.02 against the bond taken from Lindstrom & Feigenson, principal, and Commercial Casualty Insurance Company, surety, for work on the East Portland-Oregon City Highway in Clackamas County, State Highway contract No. 1332, has been filed in this office today.

A copy of this notice is enclosed for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E. Hoss

Secretary of State

HM
enc. 3

COPY

NOTICE

TO: THE STATE OF OREGON, and
OREGON STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, POOLE-DEAN COMPANY, a corporation, have a claim covering the erection of steel, said labor in connection with the erection of the same being furnished LINDSTROM & FEIGENSON of Portland, Oregon, in the sum of SIXTEEN THOUSAND FIVE HUNDRED AND 2/100 DOLLARS ($16,500.02), against the bond taken from the Commercial Casualty Insurance Company, a corporation, wherein Lindstrom & Feigenson are principals and the Commercial Casualty Insurance Company is surety upon such bond for the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County, Oregon, said contract being known as State Highway Contract No. 1332.

DATED this 17th day of April, 1933.

POOLE-DEAN COMPANY

By E. L. McDougal
Vice-President.

STATE OF OREGON }
} ss.
COUNTY OF MULTNOMAH)

I, E. L. McDougal, being first duly sworn on oath depose and state that I am the vice-President of Poole-Dean Company, a corporation, and that the foregoing Notice is a true and correct notice and statement of the account of Poole-Dean Company, a corporation, in connection with the labor, covering the erection of steel, furnished in the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County, Oregon.

E. L. MC DOUGAL

Subscribed and sworn to before me this 17th day of April, 1933.

(SEAL)

P. E. GARDNER
Notary Public for Oregon.
My commission expires May 23, 1934

Notice of claim of Poole-Dean Company

Endorsed: File No. 2236
Filed April 18, 1933
HAL E. HOSS,
Secretary of State

April 18, 1933

Mr. E. L. McDougal
Attorney at Law
American Bank Building
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of April 17 enclosing Poole-Dean Company's notice of claim, in the sum of $18,300.02, against the surety bond furnished by Lindstrom & Feigenson in connection with their contract for the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County, being State Highway Contract No. 1352.

We are filing this notice of claim for our future reference.

Very truly yours

Secretary

AJ

LAW OFFICES OF
E. L. McDOUGAL
1401-1437 AMERICAN BANK BUILDING
PORTLAND, OREGON

E. L. McDOUGAL
RANDALL S. JONES
LAWRENCE LISTER

April 17, 1933

RECEIVED
APR 18 1933
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

Re: Poole-Dean Company (Our #17520)
Claim against Lindstrom & Feigenson
State Highway Contract #1332.

Enclosed herewith please find Notice of claim of Poole-Dean Company against Lindstrom & Feigenson covering the erection of steel in connection with the above contract.

Please be good enough to file this Notice and acknowledge receipt of the same. We are filing a like claim with the Secretary of State.

Yours very truly,

E. L. McDougal

E. L. MC DOUGAL

ELM:EK
ENCL.

Casualty Insurance Company is surety upon such bond for the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County, Oregon, said contract being known as State Highway Contract No. 1332.

NOTICE

TO: THE STATE OF OREGON, and
OREGON STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, POOLE-DEAN COMPANY, a corporation, have a claim covering the erection of steel, said labor in connection with the erection of the same being furnished LINDSTROM & FEIGENSON of Portland, Oregon, in the sum of SIXTEEN THOUSAND FIVE HUNDRED AND 2/100 DOLLARS ($16,500.02), against the bond taken from the Commercial Casualty Insurance Company, a corporation, wherein Lindstrom & Feigenson are principals and the Commercial Casualty Insurance Company is surety upon such bond for the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County, Oregon, said contract being known as State Highway Contract No. 1332.

DATED this 17th day of April, 1933.

POOLE-DEAN COMPANY

By ______________
Vice-President.

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

I, E. L. McDOUGAL, being first duly sworn on oath depose and state that I am the vice-president of Poole-Dean Company, a corporation, and that the foregoing Notice is a true and correct notice and statement of the account of Poole-Dean Company, a corporation, in connection with the labor, covering the erection of steel, furnished in the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County, Oregon.

Subscribed and sworn to before me this 17th day of April, 1933.

P. E. Gardner
Notary Public for Oregon.
MY COMMISSION EXPIRES MAY 28, [illegible]

#1332

168C

April 19, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of April 18 enclosing copies of notice of claim filed by Poole & McGonigle, Inc., against the surety bond furnished by Lindstrom & Feigenson in connection with State Highway Contract No. 1552, construction of bridge over Clackamas River on the East Portland-Oregon City Highway in Clackamas County.

Copies of the notice are being sent to the contractors and their surety.

Very truly yours

Secretary

AJ

April 19, 1933

Commercial Casualty Insurance Company
℅ Mr. Geo. D. Hoben, Resident Agent
Wilcox Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed with the Secretary of State by Poole & McGonigle, Inc., against the surety bond furnished by Lindstrom & Feigenson in connection with State Highway Contract No. 1552, construction of bridge over Clackamas River on East Portland-Oregon City Highway in Clackamas County.

The amount of claim is $12,969.82 and is for materials furnished in connection with the above-described contract.

This notice is given you as you appear as surety on the contractors' bond.

Very truly yours

Secretary

AJ

cc Lindstrom & Feigenson
Railway Exchange Bldg.
Portland, Oregon

NOTICE

TO: THE STATE OF OREGON, and
OREGON STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, POOLE & McGONIGLE, INC., have a claim for material furnished, to-wit: Structural steel and material for assembling the same, said material being furnished LINDSTROM & FEIGENSON of Portland, Oregon, in the sum of TWELVE THOUSAND NINE HUNDRED SIXTY-NINE AND 2/100 DOLLARS ($12,969.02), against the bond taken from the Commercial Casualty Insurance Company, a corporation, wherein Lindstrom & Feigenson are principals and the Commercial Casualty Insurance Company is surety upon such bond for the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County, Oregon, said contract being known as State Highway Contract No. 1332.

DATED this 17th day of April, 1933.

POOLE & McGONIGLE, INC.

By E. L. McDougal
Vice-President.

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

I, E. L. McDougal, being first duly sworn on oath depose and state that I am the vice-President of Poole & McGonigle, Inc., a corporation, and that the foregoing Notice is a true and correct notice and statement of the account of Poole & McGonigle, Inc., a corporation, in connection with material furnished for the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County, Oregon.

E. L. MC DOUGAL

Subscribed and sworn to before me this 17th day of April, 1933.

(SEAL)

P. E. GARDNER
Notary Public for Oregon.

My Commission expires May 28, 1934

Notice of Claim of Poole & McGonigle, Inc.

Endorsed: File No. 2237
Filed April 18, 1933
HAL E. HOSS,
SECRETARY OF STATE

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

April 18, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

A notice of claim by Poole & McGonigle, Inc. for materials furnished in the amount of $12,969.02 against the bond taken from Lindstrom & Feigenson, principal, and Commercial Casualty Insurance Company, surety, for work on the East Portland-Oregon City Highway in Clackamas County, Oregon, State Highway contract No. 1332, has been received from E. L. McDougal, Attorney, Portland, Oregon, and filed in this office today.

A copy of this notice is enclosed for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies.

Yours very truly,

Hal E. Hoss

Secretary of State

HM
enc. 3

April 18, 1933

Mr. E. L. McDougal
Attorney at Law
American Bank Building
Portland, Oregon

Dear Sir:

We are in receipt of your letter of April 17 enclosing notice of claim of Poole & McGonigle, Inc., in the sum of $12,969.02, against the surety bond furnished by Lindstrom & Feigenson in connec- with State Highway Contract No. 1352, construction of bridge over Clackamas River on the East Portland-Oregon City Highway in Clackamas County.

This notice of claim is being placed on record for future reference.

Very truly yours

Secretary

AJ

LAW OFFICES OF
E. L. McDOUGAL
1401-1437 AMERICAN BANK BUILDING
PORTLAND, OREGON

E. L. McDOUGAL
RANDALL S. JONES
LAWRENCE LISTER

April 17, 1933

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

Re: Poole & McGonigle, Inc. (Our #17516)
Claim against Lindstrom & Feigenson
State Highway Contract #1332.

Enclosed herewith please find Notice of claim of Poole & McGonigle, Inc. against Lindstrom & Feigenson for materials furnished in connection with the above contract.

Please be good enough to file this Notice and acknowledge receipt of the same. We are filing a like claim with the Secretary of State.

Yours very truly,

E. L. MC DOUGAL

ELM:EK
ENCL.

---

and the Commercial Casualty Insurance Company is surety upon such bond for the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County, Oregon, said contract being

NOTICE

TO: THE STATE OF OREGON, and
OREGON STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, POOLE & McGONIGLE, INC., have a claim for material furnished, to-wit: structural steel and material for assembling the same, said material being furnished LINDSTROM & FEIGENSON of Portland, Oregon, in the sum of TWELVE THOUSAND NINE HUNDRED SIXTY-NINE AND 2/100 DOLLARS ($12,969.02), against the bond taken from the Commercial Casualty Insurance Company, a corporation, wherein Lindstrom & Feigenson are principals and the Commercial Casualty Insurance Company is surety upon such bond for the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County, Oregon, said contract being known as State Highway Contract No. 1332.

DATED this 17th day of April, 1933.

POOLE & McGONIGLE, INC.

By____________________
Vice-President.

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I, E. L. McDOUGAL, being first duly sworn on oath depose and state that I am the vice-president of Poole & McGonigle, Inc., a corporation, and that the foregoing Notice is a true and correct notice and statement of the account of Poole & McGonigle, Inc., a corporation, in connection with material furnished for the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County, Oregon.

Subscribed and sworn to before me this 17th day of April, 1933.

P. E. Gardner
Notary Public for Oregon.
MY COMMISSION EXPIRES MAY 28, 1934

April 18, 1933

Mr. E. L. McDougal
Attorney at Law
American Bank Building
Portland, Oregon

Dear Sir:

Reply is made to your inquiry of April 12, directed to the Secretary of State, concerning the contract awarded to Lindstrom & Feigenson for the construction of a bridge over the Clackamas River at Gladstone.

The contract to which you refer is State Highway Contract No. 1332 and is more particularly described as being the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County. The project is not yet complete, but we expect that it will be finished sometime this spring. The exact date, however, cannot be given at this time.

Lindstrom & Feigenson is a corporation consisting of Wm. H. Feigenson, President, and D. H. Rowe, Secretary. Its address is given as Room 421, Railway Exchange Building, Portland.

The bond furnished by the contractor in connection with this project was in the sum of $82,757.50, which represents 50% of the amount of the contract.

The bond was written by the Commercial Casualty Insurance Company, address Wilcox Building, Portland.

Very truly yours

Secretary

HBG:AJ

April 14, 1933

H. B. G.

Status of contracts mentioned in the attached letters is as follows:

Burcham & Green - Contract No. 1383 - Bridges over Yamhill River and Overflow between Amity and Bellevue on Secondary Highway No. 153 in Yamhill County. Contract was Completed on Dec, 3, 1932 and accepted on Jan, 4, 1933. Final payment was made on Jan, 19, 1933. The firm of Burcham & Green is a partnership consisting of Perry Burcham and R. N. Green. The bond furnished in connection with this contract was written by the Aetna Casualty & Surety Company, Bates, Lively & Pearson, Agents, Yeon Bldg., Portland.

Lindstrom & Feigenson - Contract No. 1332 - Bridge over the Clackamas River on the East Portland-Oregon City Highway in Clackamas County - This contract will not be completed until about April 30, 1933, however, the time limit expired March 31, 1933. Date of final payment cannot be given. The firm of Lindstrom & Feigenson is a corporation consisting of Wm. H. Feigenson, President and D. H. Rowe, Secretary. Bond furnished was written by the Commercial Casualty Insurance Company, Lewis Bldg., Portland.

#1404

LAW OFFICES OF
E. L. McDOUGAL
1401-1437 AMERICAN BANK BUILDING
PORTLAND, OREGON

E. L. McDOUGAL
RANDALL S. JONES
LAWRENCE LISTER

April 12, 1933

RECEIVED
APR 14 1933
OREGON
STATE HIGHWAY COMMISSION

Secretary of State
State Highway Commission
Salem, Oregon

Dear Sir:

Re : Poole & McGonigle, Inc. (Our #17516)
Lindstrom & Feigenson (Clackamas River Bridge)

I am writing you on behalf of Poole & McGonigle, Inc. who are my clients and who have furnished material to Lindstrom & Feigenson consisting of structural steel, etc. in the construction of the Clackamas River Bridge.

Will you please be good enough to advise us if this contract has been completed and accepted, and if so, give us the date. Also advise us as to the parties to this contract and the number of the contract, together with the description of the work so that we can properly identify it. Also give us the name of the bonding company and any other information you may have as we desire to file a formal claim in connection with this material furnished.

Yours very truly,

E. L. McDOUGAL

ELM:EK

SECRETARY OF STATE
RECEIVED
APR 1[illegible] 1933

Respectfully referred to State Highway Commission

STATE DEPARTMENT

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

March 30, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for signature and return to this office are three copies of agreement for Oregon Emergency Construction Highway Project E-168-C. Also enclosed is one copy of estimate upon which the agreement is based, and one copy of approved specifications.

As this Emergency project includes grading of earth approaches which are also included in the regular Federal Aid project of the same number, a revision of the latter has been recommended under the provisions of Regulation 6, Section 10, to eliminate the approaches. These are the sections between Stations 40+00 and 40+34.7 and between Stations 47+65.1 and 53+00. The length is reduced from 0.246 mile to 0.138 mile.

Our action in eliminating these sections from the Federal Aid project will not release the Federal Aid for this work allotted to the regular Federal Aid project. This release will be accomplished upon payment of the final voucher for the bridge.

Very truly yours,

W. H. Lynch
W. H. LYNCH
District Engineer

RECEIVED
MAR 31 1933
OREGON
STATE HIGHWAY COMMISSION

February 8, 1933

Mr. W. E. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Clackamas River Bridge Section, Project No. E-168-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Bash/ER

Encl.

Oregon State Highway Department

Emergency Construction
Hwy. Project No. E-162-C

CLACKAMAS RIVER BRIDGE SECTION
OF THE EAST PORTLAND-OREGON CITY HY
CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, February 7, 1933

Statement of Completed Work:

Statement of completed work will be supplied upon payment of final voucher.

EMERGENCY WORK - EARTH APPROACHES

(Sta. 40+00 to Sta. 40+34.7; Sta. 47+65.1 to Sta. 53+00)

Paving:

1,300	sq. yds.	Portland Cement Concrete Pavement	$1.45	$ 1,885.00
100	lin. ft.	Expansion Joints	0.15	15.00
700	lin. ft.	Contraction Joints	0.03	21.00
550	lbs.	Tie Bars & Reinforcement	0.04	22.00
70	only	Dowels	0.16	11.20
400	cu. yds.	Sand Cushion	1.00	400.00
80	cu. yds.	Crushed Gravel in Shoulders	1.55	124.00
10	cu. yds.	Filler	0.50	5.00
30	yd. mi.	Hauling Filler	0.12	3.60
				$ 2,486.80

Grading:

All Required		Clearing & Grubbing		$ 156.82
120,000	yd. mi.	Truck Haul	$0.125	15,000.00
				$15,156.82
		Sub-total		17,643.62
		10% Engr. & Cont.		1,764.36
		Total		$19,407.98

Length of Earth Approaches 0.108 miles

Regular Federal Aid Funds Requested	$5,822.39	(30%)
Emerg. Constr. Hwy. Funds Requested	13,585.59	
	$ 19,407.98	

State Funds for Constr Chap. 173, laws 1917; Chap. 31, laws 1920
" " " Maint: Chap. 41, laws 1927

Oregon State Highway Department   Emerg. County
Hwy. Proj. No. E-168-C

Clackamas River Bridge Section
of the East Portland - Oregon City in
Clackamas County

(Estimate as basis for project agreement Based on low bid prices.)

Salem Oregon Dec 1932

Statement of Completed Work:
Statement of completed work will be supplied upon payment of final voucher

(Copy A, of)

Grading

All Required Clearing & Grubbing		\$ 156.82
120,000 yds. Truck Haul	\$ .125	15,000.00
		15,156.82
Subtotal		\$ 17,643.62
10% Engr. & Cont		1764.36
Total		\$ 19,407.98

Length of Each Approaches   0.108 miles

Regular Federal Aid Funds Requested	$5822.39 (30%)
Emerg. County Hwy Funds Requested	$13,585.59
	19,407.98

State Funds for County: Chap 175, laws 1917: Chap 31, laws 1920
" " ": Maint. Chap 41, laws 1927

Oregon State Highway Department

Emergency Construction
Hwy. Proj. No. E-168-C

CLACKAMAS RIVER BRIDGE SECTION OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN CLACKAMAS COUNTY

(Estimate accompanying specifications. Not as basis for project agreement.)

Salem, Oregon, December 10, 1932.

Statement of Completed Work:

Statement of completed work to be supplied upon payment of final voucher.

EMERGENCY WORK - EARTH APPROACHES

(Sta. 40+00 to Sta. 40+34.7; Sta. 47+65.1 to Sta. 53+00)

Paving: (~~Contract Prices~~)

1,300	sq. yds.	Portland Cement Concrete Pavement	$1.45	$ 1,885.00
100	lin. ft.	Expansion Joints	0.15	15.00
700	lin. ft.	Contraction Joints	0.03	21.00
550	lbs.	Tie Bars & Reinforcement	0.04	22.00
70	only	Dowels	0.16	11.20
400	cu. yds.	Sand Cushion	1.00	400.00
80	cu. yds.	Crushed Gravel in Shoulders	1.55	124.00
10	cu. yds.	Filler	0.50	5.00
30	yd. mi.	Hauling Filler	0.12	3.60
				$ 2,486.80

Grading: (Estimated Prices)

All Required	Clearing and Grubbing		$ 20.00
120,000 cu. yds.	Truck Haul	$0.12	14,400.00
			$14,420.00

Sub-total	$16,906.80
10% Engr. & Cont.	1,690.68
Total......................	$18,597.48

Length of Earth Approaches 0.108 miles

Regular Federal Aid Funds Requested	$ 5,579.24 (30%)
Emergency Constr. Funds Requested	13,018.24
	$ 18,597.48

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

January 24, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 168-C, the Clackamas River Bridge and approaches.

With regard to your inquiry as to the release of Federal Aid funds allotted to the approaches of this structure under the original agreement, the action of providing that this work be done as an emergency project does not release the Federal Aid funds allotted to this project. The release of Federal Aid funds allotted to a regular Federal Aid project for work which is actually to be done under an emergency agreement can be releasedfor other use only by completion and payment of final voucher for all other work contemplated under the agreement, or by modification of the agreement. Will you please advise which method you will follow.

Very truly yours,

W. H. LYNCH
District Engineer

By JA Elliott
J. A. Elliott
Sr. Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

December 23, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Emergency Construction Highway Project E-168-C were recommended for approval by this office on December 19, 1932.

Concurrence is hereby given in award of contract to the low bidder.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

RECEIVED
DEC 24 1932
OREGON
STATE HIGHWAY COMMISSION

OR 168C

October 29, 1932

Commercial Casualty Insurance Co.,
% Mr. W. D. Porter, Agent,
Wilcox Building
Portland, Oregon

Gentlemen:

We have received assignment of Lindstrom & Feigenson to the American National Bank, Portland, in the sum of $33,420.11, being Estimate No. 6 on State Highway Contract No. 1332 awarded to Lindstrom & Feigenson for the construction of the bridge over the Clackamas River.

It will be necessary for us to have your consent to this assignment before payment can be made to the contractors. Will you please send us your written approval at the earliest moment?

Very truly yours,

Secretary

AJ

cc Lindstrom & Feigenson
421 Railway Exchange Bldg.
Portland, Oregon

5-32

ISSIONERS
SLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

October 26, 1932

IN REPLY PLEASE
REFER TO FILE NO.

The American National Bank
Portland, Oregon.

Attention: Walter H. Brown,
Vice President.

Gentlemen:

In answer to your letter of Oct. 25th, I would say that I am enclosing herewith several of our assignment of claim blanks for your use and also in view of your statement that Lindstrom & Feigenson had assigned estimate No. 6, Contract 1582, in the amount of $53,420.11, I am also enclosing, in triplicate, properly filled out assignment forms to cover this estimate which has been returned signed and is being held up pending the return of this assignment. You are, of course, familiar with the requirement of the written consent of the surety company on all assignments.

Yours respectfully,

R. H. BALDOCK,
State Highway Engineer.

By Carl F. Smith
Auditor.

CFS L

cc H. B. Glaisyer
Office.

The American National Bank
OF PORTLAND
MEMBER FEDERAL RESERVE SYSTEM
Portland, Oregon

October 27, 1932

Oregon State Highway Commission,
State Office Building,
Salem, Oregon.

Attention: R. H. Baldock
State Highway Engineer.

Gentlemen:

Re: Contract - Lindstrom & Feigenson

We enclose herewith, duly executed, two assignments of claim of Lindstrom & Feigenson, covering the following estimates:

Forms attached to vouchers ②

Estimate No. 1, Mary's River Bridge, West Side Pacific Highway, Benton County - - - - - - - - - - -	$ 4,730.29
Estimate No. 6, Contract No. 1332 - - - - - - - -	33,420.11

We assume the written consent of the surety company has already reached your office.

Yours very truly,

Walter H. Brown
Vice President

WHB:MW

RECEIVED
OCT 28 1932
OREGON
STATE HIGHWAY COMMISSION

NOTED
OCT 28 '32
CARL F. SMITH
AUDITOR

October 8, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement covering the Clackamas River Bridge Section, Emergency Project No. E-162-C.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

C. E. Probert,
Office Engineer.

Dict. by J. W. Nash/MR.

Encl.

Oregon State Highway Department.

Emergency Construction
Highway Proj. No. E-168-C.

CLACKAMAS RIVER BRIDGE SECTION OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 6, 1932.

Statement of Completed Work:

Statement of completed work to be supplied upon payment of final voucher.

EMERGENCY WORK - EARTH APPROACHES

Paving: (Sta. 40+00 to Sta. 40+34.7;
Sta. 47+65.1 to Sta. 53+00)

1,300	sq. yds.	Portland Cement Concrete Pavement	$ 1.45	$ 1,885.00
100	lin. ft.	Expansion Joints	0.15	15.00
700	" "	Contraction Joints	0.03	21.00
550	lbs.	Tie Bars & Reinforcement	0.04	22.00
70	Only	Dowels	0.16	11.20
400	cu. yds.	Sand Cushion	1.00	400.00
80	" "	Crushed Gravel in Shoulders	1.55	124.00
10	" "	Filler	0.50	5.00
30	yd. mi.	Hauling Filler	0.12	3.60
			Sub-total	$ 2,486.80
			10% Engr. & Cont.	248.68
			Total...............	$ 2,735.48

Length of Earth Approaches 0.108 miles

Cost per mile $ 25,328.51

Regular Federal Aid Funds Requested	$ 820.64 (30%)
Emergency Constr. Funds Requested	1,914.84
	$2,735.48

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920.
" " " Maint.: Chap. 41, laws 1927.

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. F. A. P. No. 168-C

Sept. 7, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
SEP 8 - 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer.

Encl.

A4p 12685

Form P. R. 2
State Oregon
Project No. 168, Section C.

RECEIVED
SEP 8 - 1932
OREGON
STATE HIGHWAY COMMISSION

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—8618

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 18th day of June, 1932 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of April, 1931, a project statement, which was approved by the Secretary on the 20th day of April, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 15th day of March 1932, and approved by the Secretary on the 25th day of August, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred thirty thousand, nine hundred twenty-six and 63/100 dollars ($130,926.63) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920. (Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count .... of .... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .... (State how placed under direct control of Highway Department)

*(c) ....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following ~~road and/or~~ bridge and approaches as described in detail in said surveys, plans, and specifications:

Bridge and approaches across the Clackamas River, between survey sta. 40+00 in N.E.¼ Sec. 30, T.2 S., R.2 E., W.M., at the north end of Section B of said project, and survey station 53+00 in the S.E.¼ of Sec.19, T.2 S., R.2 E., W.M., at the south end of Section A of said project.

.... terminal points, a distance of 0.246 mile~~s~~, known locally as the Milwaukie-Oregon City Section of the East Portland-Oregon City Highway, Clackamas County, being Oregon Federal Aid Project No. 168, Section C, consisting of one bridge of more than 20 ft. clear span, and approaches thereto, only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of one hundred thirty thousand, nine hundred twenty-six and 63/100 dollars ($130,926.63), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two hundred ten thousand, three hundred ninety-one and 50/100 dollars ($210,391.50), the approved total estimated cost of said project.

PAYMENTS

STRICKEN OUT

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....~~

~~.. (Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of .... (Name)~~

~~(Strike out if not appropriate.)~~

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

....

....

....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—8818

JUL 20

SEP 6 1932 8 36 37 AM

UREAU

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ______________________________,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ______________________________
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

STRICKEN OUT

*(b) By the ______________________________,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ______________________________
(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ______________________________
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112**.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 25th day of August, 1932

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ______________________
Chairman, State Highway Commission
(Title of officer)

By ______________________
Member, State Highway Commission
(Title of officer)

[SEAL]

By ______________________
Member, State Highway Commission
(Title of officer)

By ______________________
(Title of officer)

By ______________________
(Title of officer)

[SEAL]

AWB

C. F. Marvin
Acting *Secretary of Agriculture.*

UREAU

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 168, Section C, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 210,391.50 as the total estimated cost of said project, and the sum of $ 130,926.63 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 25th day of August, one thousand nine hundred and Thirty-two

C F Marvin
Acting Secretary of Agriculture.

AWS

U. S. GOVERNMENT PRINTING OFFICE: 1921   3—4820

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

September 2, 1932

RECEIVED
SEP [illegible] - 1932
[illegible] COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that Oregon Emergency Construction Highway Project E-168-C was recommended for approval on August 30, 1932.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

This also confirms our verbal concurrence in the award of the contract to the Oregon Bridge and Dredging Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

September 2, 1932

RECEIVED
[illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that Oregon Emergency Construction Highway Project No. E-168-B was recommended for approval on August 30, 1932.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

This also confirms our verbal concurrence in the award of the contract to the Oregon Bridge and Dredging Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

September 2, 1932

[illegible] 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that Oregon Emergency Construction Highway Project E-168-A was recommended for approval on August 30, 1932.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

This also confirms our verbal concurrence in the award of the contract to the Oregon Bridge and Dredging Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

September 1, 1932

RECEIVED
SEP [illegible] - 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to previous correspondence relative to the grade crossing at Jennings Lodge, Oregon Federal Aid Project No. 168-A.

We are in receipt of advice that this project is satisfactory for approval subject to the condition that all trains stop before crossing the highway and the further condition that the Oregon State Highway Commission will initiate action within five years to eliminate this grade crossing if hazard still exists.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Project

#A168

C
O
P
Y

August 29, 1932

Mr. Arthur Chase
Route 12
Jennings Lodge, Oregon

Dear Sir:

Your letter of the 27th is at hand, relating to the Jennings Lodge crossing near Milwaukie.

Our engineers are conferring with the car company and the public service commission for stoppage of cars at this crossing, so as to obviate the danger which you mention and save the cost of an expensive overhead crossing.

Thanking you for your letter, I am

Truly yours,

C
O
P
Y

JK 168

PORTLAND, OREGON

Aug. 27/32

Leslie M. Scott Esq. Chrm
Oregon State Highway Comm.
Portland, Ore.

In re Jennings Lodge Crossing

Dear Mr. Scott:

Your reply to my former letter on this same subject was appreciated. You have the interests of the public at heart and I answer as follows:

The public has been deceived, mislead, betrayed, hornswoggled and sold out so many times by Public Service corporations that it has come to view their statements and representations with something akin to suspicion.

If the Traction company can inject into the grade crossing contreversy the possibility of the ultimate abandonment of its line, it will serve as an *excuse* for asking the Commission to deviate from the original fixed plan, viz: the elimination of *all* grade crossings on this wonderful thoroughfare. However, it has no right to ask or expect a waiver in this instance.

No doubt the overhead crossing referred to at Bertha Sta. saved enough lives during the period the Red line was operated to justify the "cost" of construction.

When the immense volume of traffic that will pass over the Super Highway is considered, and the imperative need of keeping it moving, any suggestion of blocking traffic is unthinkable.

Of course you will not care to assume personal responsibility for making that crossing (Jennings Lodge) a grade crossing for five years, or any length of time, with its attendant hazard to human life.

In this situation, Mr. Scott, you are "your brother's keeper". Human lives are at stake. Who would weigh dollars saved in construction costs against certain loss of life. May there be no blights on this stretch of new super-highway, destined to be the main north and south artery entering Portland. No spot on the road designated as "the graveyard of the Super-Highway". Neither sorrow nor regret will atone for unnecessary bloodshed through failure to safeguard a very dangerous situation.

I have taken the liberty of addressing you directly to date instead of through the public press. You did not hesitate in making a decision on the Wolf Creek route although the ultimate *cost* was greater than other proposed routes. May the subject of this letter receive the same careful consideration at your hands.

Sincerely

Sgd. Arthur Chase

Rt. 12

ER 168 C

August 25, 1932

Mr. W. H. Lynch, District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate accompanying the paving specifications to cover the earth approaches to the Clackamas River Bridge, emergency project No. E-168-C. Five bid proposals and five blueprint copies of the sheets showing the paving details are being sent under separate cover.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EK
Enc.

Oregon State Highway Department Emerg. Constr. Proj. No. E-168-6

CLACKAMAS RIVER BRIDGE SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY
IN CLACKAMAS COUNTY

(Estimate to accompany specification for paving earth approaches. Not as basis for project agreement)

Salem, Oregon, August 25, 1932

Note:

Summary of completed work to be supplied upon payment of final voucher.

EMERGENCY WORK - EARTH APPROACHES

Paving (Sta. 40+00 to 40+34.7; Sta. 47+65.1 to Sta. 53+00)

1,300	sq. yd.	Portland Cement Concrete Pavement	$ 1.75	$ 2,275.00
100	lin. ft.	Expansion Joints	0.20	20.00
700	lin. ft.	Contraction Joints	0.05	35.00
550	lbs.	Tie Bars and Reinforcement	0.05	27.50
70	only	Dowels	0.25	17.50
400	cu. yd.	Sand Cushion	0.50	200.00
80	cu. yd.	Crushed Gravel in Shoulders	1.25	100.00
10	cu. yd.	Filler	0.40	4.00
30	yd. mi.	Hauling Filler	0.15	4.50
			Sub-total	$ 2,683.50
			10% Engr. & Cont.	268.35
			Total	$ 2,951.85

Length of Earth Approaches 0.108 miles

Federal Aid Funds Requested	$ 885.55	(30%)
Emergency Construction Funds Requested	2,066.30	
	$ 2,951.85	

168 A

August 23, 1932.

Mr. Ralph S. Altmanns,
474 Gleason Street,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of August 20th making inquiry in regard to the proposed paving work between Milwaukie and Oregon City.

The present project contemplates the construction of one twenty-foot strip of concrete pavement and no provision is being made for the construction of a gravel surfacing on the other half of the roadway. The twenty-foot strip of pavement will be provided, however, with four-foot gravel shoulders on either side.

Bids for this paving work are to be received on August 31st. We had intended to receive bids on the same date for the completion of the grading on the Jennings Lodge Section and for the construction of approach embankments to the new bridge over the Clackamas River, but on account of difficulties in connection with the securing of Federal approval, the receiving of bids for this grading work is being postponed.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:EK

Portland Oregon

August 20. 1932

RECEIVED
AUG 22 1932
OREGON
STATE

Oregon State Highway Dept.,
Salem Oregon

Gentlemen :-

The writer learned thru the Portland papers, that the Jennings Lodge Section of the Oregon City Highway is to b e up for bids for paving with concrete and as he is interested in a gravel bar in that vicinity so is anxious to learn how much of the right-of-way will be paved at this time and what will be done with the balance, or in other words, will this half that is not to be paved now, be graveled ?

Was down to see you some time ago regarding this proposition however, at that time, you did not think this contract would come up so soon .

May the writer ask what the specifications call for and whether or not there will be any additional work on this section other than 20 feet of concrete .

Thanking you in advance for this information,

I remain

Very truly yours,

Ralph S. Altmanns

Ralph S. Altmanns
474 Glisan Street
Oregon Transfer Company Building

RSA/EB

#1332

1-2

August 17, 1932

G. S. Hinsdale, President
The American National Bank
Portland, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of August 15 relative to the assignment given your Bank by Lindstrom & Feigenson of the amount due them from the state of Oregon under Estimate No. 4, State Highway Contract No. 1332 for the construction of the Clackamas River Bridge.

We have in our files a letter from the surety company on the bond furnished in this instance stating that they have no objections to assigning this estimate payment to you. In order to take care of this assignment we have attached to our voucher, standard form which we have asked Lindstrom & Feigenson to execute. This voucher was sent to them in yesterday's mail and, no doubt, will be returned to us within the next day or two.

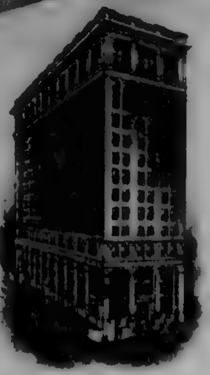
In the event the assignment form is not executed we shall so advise you and we shall withhold payment from Lindstrom & Feigenson until it has been properly assigned. If it is properly executed, we will then be pleased to honor same and see that the warrant covering the amount of the estimate is delivered to you direct.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn



The American National Bank
OF PORTLAND
MEMBER FEDERAL RESERVE SYSTEM
Portland, Oregon

RECEIVED
AUG 17 1932
OREGON
STATE HIGHWAY COMMISSION

August
Fifteenth
Nineteen
Thirty-two

State of Oregon Highway Commission,
SALEM,OREGON

Gentlemen:

The firm of Lindstrom & Feigenson has assigned to us its Engineer's Estimate No. 4, under contract No. 1332, East Portland Oregon City Highway, Clackamas River Bridge, and agree to furnish you with consent of surety in connection with this assignment.

Kindly forward us the forms which you require for this purpose, and we will have same executed and return to your office.

Very truly yours,

G. S. HINSDALE
President

GSH:FEW

PR # 168 A

August 1, 1932.

Mr. L. M. Lepper, President,
East Side Pacific Hwy., Ass'n.,
Citizen's Bank Building,
Portland, Oregon.

Dear Mr. Lepper:

We have your letter of July 29th relative to the grading of the Jennings Lodge Section of the East Portland-Oregon City Highway.

We are pressing the Bureau of Public Roads for approval of this project about as hard as we dare, and we think that favorable action will be obtained in time to make possible the receiving of bids before the end of the present month. The matter will be taken up further with the Public Utilities Commission if approval cannot be obtained without such action.

Your letter to Mr. Lynch should be of some assistance in securing the Bureau's favorable attention.

Very truly yours,

STATE HIGHWAY ENGINEER.

A wider standard super-highway, Por[illegible]d to Junction City on east side of Willamet[illegible]ver; thru heaviest settled territory of Oregon's great rich Willamette Valley, which the late James J. Hill said "Is richer than the valley of the Nile." Help to develop it! A bettered highway will help.

OFFICERS

L. M. LEPPER, PRESIDENT
EAST SIDE COM'L CLUB, PORTLAND
P. M. GREGORY, 1ST VICE PRESIDENT
MAYOR & SALEM CH. OF COMMERCE
W. F. BUSE, 2ND V. PRES.
OREGON CITY COM'L CLUB
RALPH C. ZIMMERMAN, 3RD V. PRES.
AURORA
W. E. WADSWORTH, 4TH V. PRES.
HARRISBURG
LEONARD GILKEY, 5TH V. PRES.
ALBANY
RAY CARR, SECY-TREASURER
PORTLAND AD CLUB
AND E. S. COM'L CLUB

EAST SIDE
PACIFIC HIGHWAY ASSOCIATION
109-115 CITIZENS BANK BLDG.
PORTLAND, OREGON

DIRECTORS

CHAS. F. DEAN, MILWAUKIE
ROY ALDEN, WOODBURN
HOWARD RAMP, BROOKS
E. L. MOOR, HAYSVILLE AND SALEM
HARVEY STARKWEATHER, GLADSTONE, ETC.
SAM BROWN, GERVAIS
J. R. McKEE, JEFFERSON
A. H. FREERKSEN, SHEDD
CHAS. GIBSON, JUNCTION CITY
G. F. WHITE, CANBY
L. O. HARDING
OREGON CITY AND NEW ERA
C. H. TAYLOR, SUNNYSIDE
6 MI. SOUTH OF SALEM
C. A. GIES, NORTH SALEM

July 29,1932

To The Hon.Oregon State Highway Commission,
✓ c/o Mr.R.H.Baldock, State Highway Engineer, Salem,Oregon,
To Mr.Wm.H.Lynch,Dist.Engr. U.S.Bureau Public Roads,
New Post Office Bldg., Portland,Oregon,

Gentlemen:

Referring further to the Expediting the Grading of the Jennings Lodge Unit of East Portland-Oregon City Highway:

We again took the matter of Stopping of All Trains at this new crossing, when opened for use; up with the Officials of the Pacific Northwest Public Service Co., and Mr.C.B.Short,referred me to Mr. W.H.Lines, V.Prest., who represented them in working out the Grade Crossing arrangement and agreement.

Mr.Lines sent me a copy of Oregon Public Utilities Commissioner, Charles M.Thomas' Findings and Order for this Crossing, copy of which please find attached for your review; also copy of Mr.Lines' letter to me.

Mr.Lines seems to think, that with a speed of Ten miles per hour, for their trains, with the Modern Electric Wig-Wag Signal System,to be installed at this crossing, would be better and equally as safe for Highway Traffic, as if they came to a full stop, because after trains start, they would not be going over ten miles per hour, which he says is 'just a fast walk',anyway, and be equally as dangerousas the planned and agreed Ten Miles per hour, with the Electric Wig-Wag Signals in Daylight, and signal lights at night, as warning.

Mr.Lines seems to favor the trying out the Ten Miles speed at crossing First; then if found dangerous, Commissioner Thomas, has the Power, and can issue an Order for all Trains to come to a full Stop. Can you not work this out quickly with the U.S.Bureau of Public Roads Officials, and get this Jennings Lodge Grading Unit completed yet this year, as planned, with funds now available?

We Thank you!

Yours with Best Wishes,

L.M.Lepper L. M. Lepper
Pres.East Side Pacific Highway Assn.

REFERRED TO
Prokut

This should help us to expedite the matter.

PACIFIC NORTHWEST PUBLIC SERVICE COMPANY
"PEPCO"
GENERAL OFFICES: ELECTRIC BUILDING, 809 ALDER STREET
PORTLAND, OREGON

July 28, 1932

Mr. L. M. Lepper,
114½ Grand Ave.
Portland, Oregon

Dear Mr. Lepper:

In accordance with our telephone conversation of yesterday, I am enclosing a copy of Public Utility Commission order No. 2018 in the matter of the proposed crossing at grade of the projected super highway between Portland and Oregon City on the east side of the Willamette River.

When I talked to you on the 'phone I was under the impression that the order established a maximum speed of 6 miles per hour, but I find that the order actually prescribes 10 miles per hour.

In my opinion crossing at this speed will amply safeguard traffic on the highway and will serve a better purpose than coming to a full stop, for the reason that our heavy trains will offer less obstruction to traffic on the highway when crossing at 10 miles per hour than if they came to a full stop.

Very truly yours,

W. H. Lines

W. H. Lines,
Vice President.

whl-om

CENTRAL PUBLIC SERVICE SYSTEM

P.U.C. OREGON
ORDER NO.2018

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the matter of the application of the
State of Oregon, by and through its State
Highway Commission, for permission to
construct a crossing over and across the
tracks of Pacific Northwest Public Service
Company at Jennings Avenue in Jennings Lodge,
located in the Southwest Quarter of Section
18, Township 2 South, Range 2 East, Willamette
Meridian, in Clackamas County, Oregon.

F-1649

In this proceeding the Oregon State Highway Commission seeks permission to establish a crossing at grade across the tracks of Pacific Northwest Public Service Company at Jennings Avenue in Jennings Lodge, Clackamas County, Oregon.

Statutory notice of time and place of hearing having been waived by the parties hereto, hearing was held before Examiner Herbert H.Hauser in the Circuit Court Room of the Clackamas County Court House at Oregon City on Tuesday, the 16th. day of February,1932, beginning at the hour of eleven o'clock A.M., the applicant appearing by J.W.DeSousa,Assistant Attorney; Pacific Northwest Public Service Company by W.H.Lines, Vice President; Clackamas County was represented by Hon.C.W.Kruse and R.A. Wright, respectively County Judge and County Commissioner.

This applicant is at present engaged in the location and construction of a state highway between Oregon City and East Portland, in view of which it is necessary to cross the tracks of Pacific Northwest Public Service Company at an angle of 17 degrees 48" at Jennings Avenue in Jennings Lodge at a point approximate to Highway Engineer Station 117 plus 17.8, which point of proposed intersection is located in the Southwest Quarter of Section 18, Township 2,South, Range 2 East,Willamette Meridian in Clackamas County.

It is represented in this record that the proposed highway, which is officially known as the East Portland-Oregon City Highway, is a link in the general state highway system affording entrance to and exit from the City of Portland with a connection at Oregon City with the main East Side Pacific highway, and that upon its completion and dedication to public use the major volume of traffic on the River Road and on the main Pacific Highway between Oregon City and Portland will in time be diverted to it.

The testimony herein reveals, also, that the said Pacific Northwest Public Service Company at the present time operates approximately thirty-five passenger and two freight trains in each direction daily between Portland and Oregon City; that the proposed highway substantially parallels this road between Oregon City and Portland; that it is conceded by these parties that following the completion of this highway and the establishment of the proposed crossing the existing railroad traffic will be reduced at least 50% and that it is probable that future developments will have a tendency to further decrease this traffic using this crossing.

It was mutually agreed by the parties hereto that each will bear one-half of the expense incurred in paving the intersectional area of this crossing and one-half of the expense of installation of necessary protective devices, the said respondent, Pacific Northwest Public Service Company, to care for the maintenance of such protective devices, the paving in the area between its tracks and for eighteen inches on each side thereof and to maintain its signs along its tracks.

Based upon the testimony and entire record herein and from a personal inspection of the site of the proposed crossing, the commission makes and enters its findings as follows:

FINDINGS

That the proposed crossing will not be unduly hazardous and and crossing other than at grade would be impracticable and prohibitively expensive;

That the said application should be granted upon the following terms and conditions:

That the proposed crossing be constructed in a good and workmanlike manner, the area between the said tracks to be paved with cement, concrete blocks, bituminous or some other equably durable and lasting type of pavement to be determined and agreed upon by these parties; that the approaches thereto be constructed level with the rails for the full width of the roadway and that said crossing be equipped with crossing signs and advance warning signs of the usual standard and design.

That a number of trees adjacent to said crossing and tending to obstruct the view thereof be removed and/or trimmed and that the speed of trains over such crossing be limited to a maximum of ten miles per hour;

That as a necessary warning and protection to travelers approaching this crossing there should be installed two automatic electrical signal devices, one on each side of the highway, at a suitable distance from said crossing, each such device to consist of a swinging arm, bell and flashing light attachment;

That the cost of construction and maintenance of said proposed crossing, together with the cost of installation and maintenance of the necessary protective devices, be assumed as agreed upon between the said applicant and said railway company.

ORDER

ORDERED THEREFORE: that the application of Oregon State Highway Commission for permission to construct and maintain the crossing at grade, hereinbefore specifically designated and described, be and it hereby is granted in accordance with the foregoing findings, which said findings by this reference are made a part hereof.

ORDERED FURTHER that the cost of establishment of the said proposed crossing, as well as all other cost incidental to the installation of protective devices, be paid for in accordance with the agreement between these parties aforesaid.

Dated at Salem, Oregon, this 16th. day of March, 1932

CHARLES M. THOMAS
Commissioner of Public Utilities
of Oregon.

ATTEST:
HERBERT H. HAUSER,
Secretary

168

NOTED
State Highway Engineer

EAST SIDE PACIFIC HIGHWAY ASSOCIATION

PORTLAND OREGON

July 29, 1932

To The Hon. Oregon State Highway Commission
c/o Mr. R. H. Baldock, State Highway Engineer, Salem, Oregon
to Mr. Wm. Lynch, District. Engr. U. S. Bureau of Public Roads,
Postoffice Bldg., Portland, Oregon

Gentlemen:

Referring further to the expediting the grading of the Jennings Lodge Unit of East Portland-Oregon City Highway;

We again took the matter of stopping of all trains at this new crossing when opened for use; up with the officials of the Pacific Northwest Public Service Co., and Mr. C. B. Short, referred me to Mr. W. H. Lines, V. Prest. who represented them in working out the grade crossing arrangement and agreement.

Mr. Lines sent me a copy of Oregon Public Utilities Commissioner, Charles M. Thomas' Findings and Order for this crossing, copy of which please find attached for your review; also copy of Mr. Lines' letter to me.

Mr. Lines seems to think, that with a speed of Ten miles per hour, for their trains, with the Modern Electric Wig-Wag Signal System, to be installed at this crossing, would be better and equally as safe for Highway Traffic, as if they came to a full stop, because after trains start, they would not be going over ten miles per hour, which he says is "just a fast walk", anyway, and be equally as dangerous as the planned and agreed Ten Miles per hour, with the Electric Wig-Wag signals in daylight, and signal lights at night, as warning.

Mr. Lines seems to favor the trying out the Ten Miles speed at crossing first; then if found dangerous, Commissioner Thomas, has the power, and can issue an order for all trains to come to a full stop; can you not work this out quickly with the U. S. Bureau of Public Roads Officials, and get this Jennings Lodge Grading Unit completed yet this year, as planned, with funds now available. Thank you!

Yours with best wishes,
L. M. LEPPER, PRESIDENT

COPY

PACIFIC NORTHWEST PUBLIC SERVICE
COMPANY

July 28, 1932

Mr. L. M. Lepper,
114½ Grand Avenue,
Portland, Oregon.

Dear Mr. Lepper:

In accordance with our telephone conversation of yesterday, I am enclosing a copy of Public Utility Commission Order No. 2018 in the matter of the proposed crossing at grade of the projected super highway between Portland and Oregon City on the east side of the Willamette River.

When I talked to you on the 'phone I was under the impression that the order established a maximum speed of 6 miles per hour, but I find that the order actually prescribes 10 miles per hour.

In my opinion crossing at this speed will amply safeguard traffic on the highway and will serve a better purpose than coming to a full stop, for the reason that our heavy trains will offer less obstruction to traffic on the highway when crossing at ten miles per hour than if they come to a full stop.

Very truly yours,

W. H. LINES, Vice President

WHL-cm

P.U.C. OREGON ORDER NO. 2018

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the matter of the application of the State of Oregon, by and through its State Highway Commission, for permission to construct a crossing over and across the tracks of Pacific Northwest Public Service Company at Jennings Avenue in Jennings Lodge, located in the Southwest Quarter of Section 18, Township 2 South, Range 2 East, Willamette Meridian, in Clackamas County, Oregon.	F-1649

In this proceeding the Oregon State Highway Commission seeks permission to establish a crossing at grade across the tracks of Pacific Northwest Public Service Company at Jennings Avenue in Jennings Lodge, Clackamas County, Oregon.

Statutory notice of time and place of hearing having been waived by the parties hereto, hearing was held before Examiner Herbert H. Hauser in the Circuit Court Room of the Clackamas County Court House at Oregon City on Tuesday, the 16th day of February, 1932, beginning at the hour of eleven o'clock A.M., the applicant appearing by J. W. DeSouza, Assistant Attorney; Pacific Northwest Public Service Company by W. H. Lines, Vice President; Clackamas County was represented by Hon. C. W. Kruse and R. A. Wright, respectively County Judge and County Commissioner.

This applicant is at present engaged in the location and construction of a state highway between Oregon City and East Portland, in view of which it is necessary to cross the tracks of Pacific Northwest Public Service Company at an angle of 17° 48" at Jennings Avenue in Jennings Lodge at a point approximate to Highway Engineer Station 117 plus 17.8, which point of proposed intersection is located in the Southwest Quarter of Section 18, Township 2 South, Range 2 East, Willamette Meridian in Clackamas County.

It is represented in this record that this proposed highway, which is officially known as the East Portland-Oregon City Highway, is a link in the general state highway system affording entrance to and exit from the City of Portland with a connection at Oregon City with the main East Side Pacific highway, and that upon its completion and dedication to public use the major volume of traffic on the River Road and on the main Pacific Highway between Oregon City and Portland will in time be diverted to it.

The testimony herein also reveals that the said Pacific Northwest Public Service Company at the present time operates approximately thirty-five passenger and two freight trains in each direction daily between Portland and Oregon City; that the proposed highway substantially parallels this railroad between Oregon City and Portland; that it is conceded by these parties that following the completion of this highway and the establishment of the proposed crossing the existing railroad traffic will be reduced at least 50% and that it is probable that future developments will have a tendency to further decrease this traffic using this crossing.

It was mutually agreed by the parties hereto that each will bear one-half of the expense incurred in paving the intersectional area of this crossing and one-half of the expense of installation of necessary protective devices, the said respondent, Pacific Northwest Public Service Company, to care for the maintenance of such protective devices, the paving in the area between its tracks and for eighteen inches on each side thereof and to maintain its signs along its tracks.

Based upon the testimony and entire record herein and from a personal inspection of the site of the proposed crossing, the commission makes and enters its findings as follows:

FINDINGS

That the proposed crossing will not be unduly hazardous and any crossing other than at grade would be impracticable and prohibitively expensive;

That the said application should be granted upon the following terms and conditions:

> That the proposed crossing be constructed in a good and workmanlike manner, the area between the said tracks to be paved with cement, concrete blocks, bituminous or some other equably durable and lasting type of pavement to be determined and agreed upon by these parties; that the approaches thereto be constructed level with the rails for the full width of the roadway and that said crossing be equipped with crossing signs and advance warning signs of the usual standard and design;
>
> That a number of trees adjacent to said crossing and tending to obstruct the view thereof be removed and/or trimmed and that the speed of trains over such crossing be limited to a maximum of ten miles per hour;
>
> That as a necessary warning and protection to travelers approaching this crossing there should be installed two automatic electric signal devices, one on each side of the highway, at a suitable distance from said crossing, each such device to consist of a swinging arm, bell and flashing light attachment;
>
> That the cost of construction and maintenance of said proposed crossing, together with the cost of installation and maintenance of the necessary protective devices, be assumed as agreed upon between the said applicant and said railway company.

ORDER

ORDERED THEREFORE that the application of Oregon State Highway Commission for permission to construct and maintain the crossing at grade, hereinbefore specifically designated and described, be and it hereby is granted in accordance with the foregoing findings, which said findings by this reference are made a part hereof.

ORDERED FURTHER that the cost of establishment of the said proposed crossing, as well as all other cost incidental to the installation of protective devices, be paid for in accordance with the agreement between these parties as aforesaid.

Dated at Salem, Oregon, this 16th day of March, 1932.

CHARLES M. THOMAS
Commissioner of Public Utilities
of Oregon

ATTEST:

HERBERT H. HAUSER

Secretary

168C

June 20, 1932.

J. A. Irwin Company
328-29 Lumbermens Building,
Portland, Oregon.

Gentlemen:

Your communication of June 14, addressed to Governor Meier has been referred to this office for reply. This communication has to do with the use of diatomaceous earth for admixture in the concrete for the Clackamas River Bridge.

Your communication recites the fact that both the admixture and the cement being used are California products, and you ask that something be done by the Highway Commission to specify Oregon products on Oregon work.

We are fully appreciative of your feeling in the matter and wish to assure you of our desire to cooperate with Oregon industries in every possible manner. In this particular case, however, the work is being done under the joint direction of the state and the Federal Government as a federal aid project, and the U. S. Bureau of Public Roads will not permit us to discriminate in favor of the products of any state to the prejudice and detriment of similar products manufactured in any other state in the Union. On all state contracts, the following paragraph is inserted in the specifications:

> "In so far as materials and supplies of the proper kind and of acceptable quality are produced, manufactured or fabricated in the State of Oregon and can be obtained by the contractor at not materially greater cost than comparable materials and supplies produced, manufactured or fabricated elsewhere, the materials and supplies used in the performance of the work to be done under this contract shall be materials and supplies which have been produced, manufactured or fabricated in the State of Oregon."

On federal aid contracts, however, we are not permitted to include this clause, and are therefore powerless to control the source of supply.

We wish to assure you, however, that wherever possible, we will cooperate with Oregon industries to the fullest possible extent in encouraging the use of Oregon made products.

Very truly yours,

R. H. Baldock
State Highway Engineer

CBM:AP

spectfully referred to Mr. R. H. Baldock, State Highway Engineer,
by EXECUTIVE DEPARTMENT

J. A. IRWIN COMPANY
MANUFACTURERS, WHOLESALERS
PACIFIC COAST LUMBER
[illegible] Lumbermens Building
PORTLAND, OREGON

June 14, 1932

RECEIVED
JUN 16 1932
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
Wm McCullough
By State Highway Engineer
Please give me date for reply
RHB

Hon. Julius L. Meyer, Governor
Salem, Oregon

Dear Sir:

We wrote you a few days ago about the use of Diatomaceous Earth for admixture in the concrete for the Clackamas Bridge job.

We find that the contractors on this job have placed the order for a carload of this material with the Celite Company of Southern California, regardless of the fact that they were quoted the same price for the same material to be shipped from Eastern Oregon.

We are also informed that the cement to be used in this bridge is from California.

What we cannot understand is why the Highway Department, when employment is so badly needed here, will allow this material to be shipped in from other states when the same material of equal quality and equal price can be furnished in an Oregon Product. This carload of Diatomaceous Earth would have provided approximately two hundred days work for Oregon men, and we do not know how much the cement would amount to.

We feel that something ought to be done by the Highway Commission to specify in the contracts that wherever possible Oregon Products must be favored. This is done in practically all U. S. Government contracts, and we can see no reason, when we are issuing bonds and paying taxes, why this money should go to California instead of being kept in Oregon.

Thanking you for your attention, we are

Yours respectfully

J. A. IRWIN COMPANY

J. A. Irwin

JAI EM

FORM 5-E-1 4066 2M 5-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

OR 168C

June 4, 1932.

J. A. Irwin Company
Lumbermens Building,
Portland, Oregon.

NOTED
State Highway Engineer

Gentlemen:

Receipt is acknowledged of your communication of May 26, in reference to the use of diatomite for admixture in the cement on the Clackamas River job. The specifications for this structure provide as follows:

> "A diatomaceous silica admixture in the amount of three per cent by weight of cement shall be added at the time of mixing, to all concrete.
>
> "All silica admixtures employed shall conform in all respects with the proposed "U. S. Government Master Specifications for Concrete Admixture, diatomaceous Silica", copies of which specifications will be furnished the contractor upon request."

There was some talk of substituting an oil emulsion for the diatomaceous silica specified hereinabove in order to try it out; however, owing to certain complications, this idea was abandoned and the contractor was instructed to proceed with the use of diatomaceous silica in accordance with the above specifications.

We trust that this completely clears up this matter to your entire satisfaction.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. B. McCullough
Bridge Engineer

CBM:AP

cc [illegible]

FORM S-E-1 4008 2M 5-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

08 168C

June 4, 1932.

J. A. Irwin Company
Lumbermens Building,
Portland, Oregon.

NOTED
State Highway Engineer

Gentlemen:

Receipt is acknowledged of your communication of May 26, in reference to the use of diatomite for admixture in the cement on the Clackamas River job. The specifications for this structure provide as follows:

> "A diatomaceous silica admixture in the amount of three per cent by weight of cement shall be added at the time of mixing, to all concrete.
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There was some talk of substituting an oil emulsion for the diatomaceous silica specified hereinabove in order to try it out; however, owing to certain complications, this idea was abandoned and the contractor was instructed to proceed with the use of diatomaceous silica in accordance with the above specifications.

We trust that this completely clears up this matter to your entire satisfaction.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. B. McCullough
Bridge Engineer

CBM:AP

CC [illegible]

May 20, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Clackamas River Bridge, Project No. 168-C.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department

Project No. 168-C

CLACKAMAS RIVER BRIDGE SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY
IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices for structure and estimated costs for earth approaches).

Salem, Oregon, April 19, 1932.

Structure

2,200	cu. yds.	Excavation	$5.00 low bid	$11,000.00
200	" "	Excavation below plans	5.00 " "	1,000.00
9,000	lin. ft.	Timber foundation piling	0.40 " "	3,600.00
1,600	" "	Concrete foundation piling	2.00 " "	3,200.00
440	cu. yds.	Seal Concrete	10.00 " "	4,400.00
1,260	" "	Class "B" Concrete	11.00 " "	13,860.00
580	" "	Class "A" Concrete	14.00 " "	8,120.00
1,130	" "	Class "D" Concrete	12.00 " "	13,560.00
358,000	lbs.	Reinforcing Steel	.0375" "	13,425.00
1,500	lin. ft.	Concrete Handrail	3.00 " "	4,500.00
1,100,000	lbs.	Medium Open Hearth Structural Steel, except floor beams, stringers and eye-bars	0.053 " "	58,300.00
678,000	lbs.	Medium Open Hearth Structural Steel for floor beams, stringers and eye-bars	0.045 " "	30,510.00
				$165,475.00

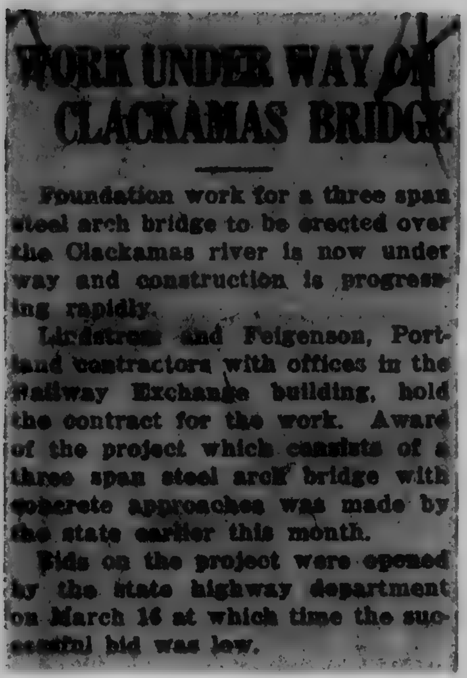
Earth Approaches

All Required		Clearing and Grubbing	Est.	50.00
78,000	cu. yds.	Embankment in Place	0.33	25,740.00
				$ 25,790.00

Sub-total	$191,265.00
10% Engr. & Cont.	19,126.50
Total- - - - - - - - - -	$210,391.50

Length of Structure	730.38 ft.	
" " Approaches	569.62 "	
	1300.00 ft.	0.246 miles

Federal Aid Requested	$ 130,926.63
State Funds Available	79,464.87
	$ 210,391.50



WORK UNDER WAY ON CLACKAMAS BRIDGE

Foundation work for a three span steel arch bridge to be erected over the Clackamas river is now under way and construction is progressing rapidly.

Lindstrom and Feigenson, Portland contractors with offices in the Railway Exchange building, hold the contract for the work. Award of the project which consists of a three span steel arch bridge with concrete approaches was made by the state earlier this month.

Bids on the project were opened by the state highway department on March 16 at which time the successful bid was low.

Daily Journal of Commerce,
April 22, 1932.

PR 168C

April 9, 1932

Lindstrom & Feigenson,
Railway Exchange Bldg.,
Portland, Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a bridge over the Clackamas River on the East Portland-Oregon City Highway near Oregon City in Clackamas County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

-A 168C

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No. ......

POST OFFICE BUILDING,
PORTLAND, OREG.

March 17, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
MAR 18 1932

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 168-C, Clackamas River Bridge, were recommended for approval on March 15, 1932.

You are hereby authorized to claim payment for all work done subsequent to this date of this recommendation provided, however, that this authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By J A Elliott
J. A. Elliott
Sr. Highway Engineer.

GR 168C

March 11, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying plans for the Clackamas River Bridge Section, Project No. 168-C. We are today sending, under separate cover, five sets of blueprint plans for the earth approaches.

The copies of the bid proposals were previously sent to you by our Bridge Department prior to our receiving your letter regarding the clause in the special provisions concerning the employment of persons who are residents of this State. However, in the preparation of the contract this paragraph will be modified to read: "other conditions being equal, all persons employed, etc."

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 168-C

CLACKAMAS RIVER BRIDGE SECTION ON THE
EAST PORTLAND-OREGON CITY HIGHWAY IN
CLACKAMAS COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, March 11, 1932.

2,200 cu. yds.	Excavation	$5.00	$11,000.00
200 "	Excavation below plans	10.00	2,000.00
9,000 lin. ft.	Timber foundation piling	0.35	3,150.00
1,600 "	Concrete " "	4.00	6,400.00
440 cu. yds.	Seal Concrete	13.00	5,720.00
1,260 "	Class "B" concrete	16.00	20,160.00
580 "	" "A" "	18.00	10,440.00
1,130 "	" "D" "	18.00	20,340.00
358,000 lbs.	Reinforcing metal	.0425	15,215.00
1,500 lin. ft.	Concrete handrail	4.00	6,000.00
1,100,000 lbs.	N. O. H. Structural steel(except floor beams, stringers and eye-bars)	.065	71,500.00
678,000 lbs.	N. O. H. Structural steel (floor beams, stringers and eye-bars)	.06	(Alternate)
532,000 lbs.	Structural silicon steel (floor beams, stringers and eye-bars)	.065	34,580.00
			$ 206,505.00

Earth Approaches

All Required	Clearing and Grubbing		$ 50.00
78,000 cu. yds.	Embankment in place	.33	25,740.00
			$ 25,790.00
			$ 232,295.00
	10% Engr. & Cont.		23,229.50
	Total- - - - - - -		$ 255,524.50

Length of Structure	730.38 feet.
" " Approaches	569.62 "
	1,300.00 feet .246 miles.

Federal Aid Requested	$ 159,012.89
State Funds Available	96,511.61
Total- - - - - -	$ 255,524.50

[illegible]

[illegible]

PR168C

Portland, Oregon, February 5, 1932.

The State Highway Commission reconvened in Room 370, Multnomah County Courthouse at 10 o'clock A.M., with all members, State Highway Engineer and the Secretary present.

* * * * * * * * *

The Engineer was instructed to prepare plans for the bridge to be constructed across the Clackamas River on the East Portland-Oregon City Highway in Clackamas County, and authorized him to submit them to the Chief of Engineers of the United States War Department for approval.

* * * * * * * * *

STATE OF OREGON)
) ss.
COUNTY OF MARION)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the foregoing copy of the part of the minutes of the Oregon State Highway Commission, relating to the request to the War Department for approval of preliminary plans for the bridge across Clackamas River, one mile north of Oregon City, in Clackamas County, as the same appears in the minutes of February 5, 1932, entered in Volume 16 of the minute book, wherein all official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original and that the same is a true and correct copy of the said portion of said minutes and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of February, 1932.

H. B. Glaisyer, Secretary
Oregon State Highway Commission.

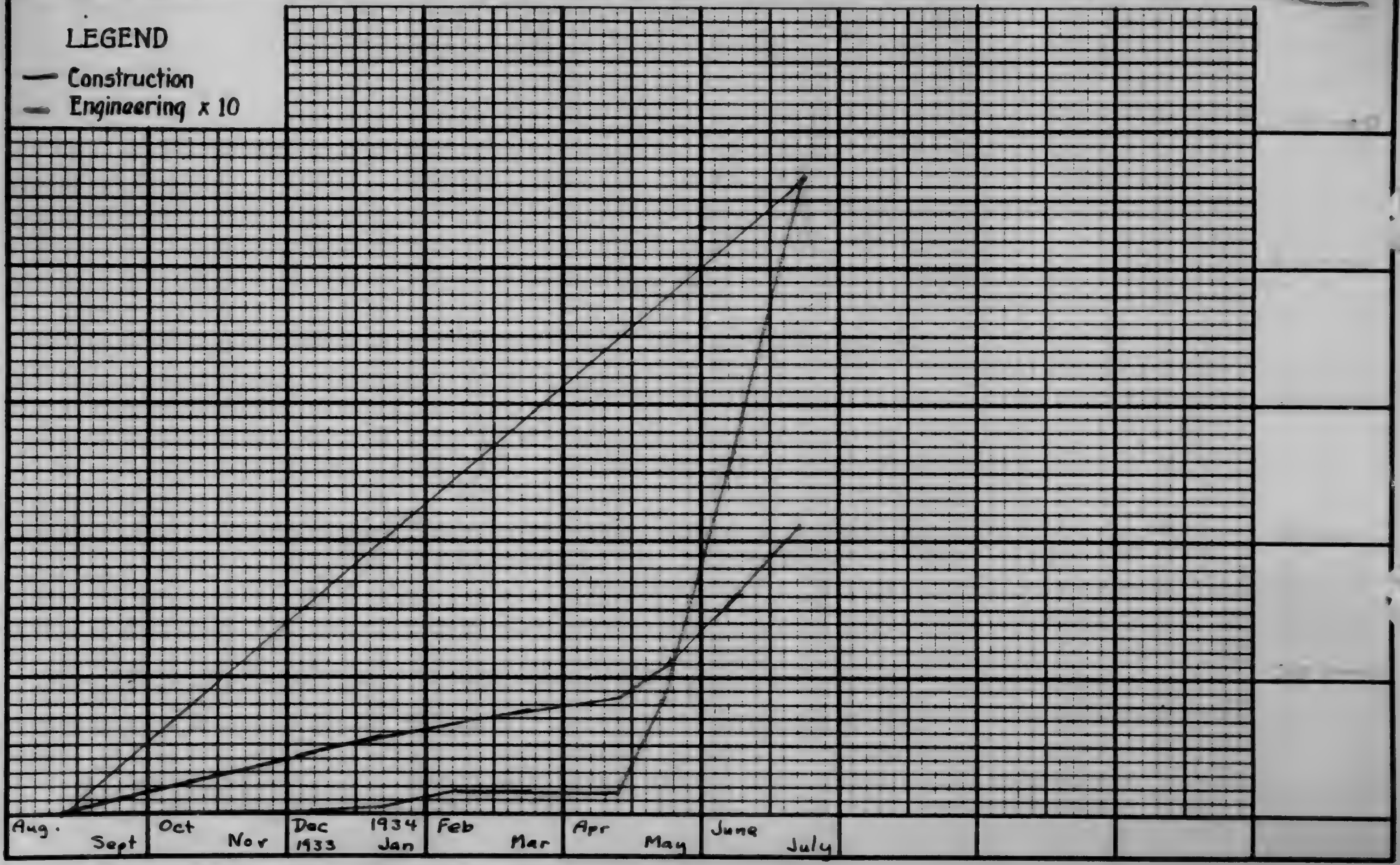
CONTRACT#1338,
1493,

PR 169-B Durkee-Gales Sec., Regrading 1932

1338-1493 [redacted]

CONSTRUCTION RROGRESS GRAPH

Section *Durkee - Gales & Lime-Huntington* Kind of work *Bit. Mac.* Cont. Amt. *$93,517.50* Prefix *1PU*
Contractor *Morrison - Knudsen Co.* Res. Engr. *H.J. Miller* Date of Cont. *8-25-33* Contract No. *1493*
Date work started ____ Date of Completion *7-15-34* Date Completed ____ Fed. Aid No. *NRH-66* *NRH-169-B,C*



#14
Baker Co

January 30, 1935

169B

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

On November 30, 1934, we advised you that the Morrison-Knudsen Company Contract No. 1493 - Durkee-Gales and Lime-Huntington Section of the Old Oregon Trail in Baker County, had been completed and that final settlement would be made on or after December 10th.

At that time we advised you that the total amount to be paid the contractors would be $94,776.75 including the final payment. Please be advised that since that time an adjustment has been made and the total amount which will be paid on the above contract will be $93,776.75.

Very truly yours,

Secretary.

Dict. by J. McFarland.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

January 10, 1935

IN REPLY PLEASE REFER TO FILE NO. 169B

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert:

Dear Sir:

With reference to the letter under date of December 31st, dictated by J. W. McAllister, pertaining to adjustment to be made to the Morrison-Knudsen Company under contract No. 1495, Durkee-Gales and Lime-Huntington Sections.

The total amount of haul involved in hauling mineral aggregate from the Durkee-Gales quarry on the Lime-Huntington section has been computed, as has also the amount of 1/4" - 0" screen rejections used in shoulder construction. Supporting these corrections, I am forwarding to you by express the following records.

Material receipt books
Haul chart
2 sheets platted sections
1 book measurement notes
2 summary sheets.

The additional haul from the Durkee-Gales quarry over and above that which would have been required from the Lime-Huntington quarry was determined to be 17286.8 mile yards. The excess screenings used above 40% shoulder rock was determined to be 1104.0 cubic yards. In determing the amount of screen rejections, all stockpiles were measured and amounts deducted that we used for purposes other than filler, the balance being taken as the amount so used as filler. To support these computations, Mr. Miller has prepared material receipts covering the 1104 cubic yards and the material receipts are enclosed with the records submitted by express, to be filed with final records.

Platted sections being submitted cover screen rejections stockpiled at stations 1412 and 1478 only. There were two other stockpiles of screen rejections on the project, One pile containing 2159.7 cubic yards stockpiled at station 1480 was purchased as screen rejections under the contract and measurements and platted sections for the same submitted with semi-final estimate. Screen rejections on the Lime-Huntington section were stockpiled at station 2200+65

[illegible]ORTLAND
[illegible], EUGENE
[illegible], PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Page 2.
Adjustment on Durkee-Gales, Lime-Huntington Section.

in total amount of 1237.2 cubic yards. The original ground lines for this stockpile were sent in with the semi-final estimate along with the measurements of the screen rejections remaining upon completion of the contract. There were 194 cubic yards in stock pile upon completion of the project and this amount was purchased as screen rejections. In order to verify the total quantity of 1237.2 cubic yards it will be necessary for you to check the measurement notes as submitted now against the original ground lines as sent in with the final estimate.

I have prepared price agreements covering both the screen rejections used in shoulders and haul from the Durkee-Gales quarry and am inclosing them herewith. As soon as you have checked the quantities as set forth in the price agreements, they may be forwarded to the Morrison-Knudsen Company for execution.

Yours very truly

Division Engineer

WCW:BH

cc Mr. R. H. Baldock

Incl.

FORM 2-M-1 17764 500 11-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

169 B

December 26, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. ". H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith:

Dear Sir:

Mr. Shoemaker, of Morrison-Knudsen Company, has just advised me by telephone that Mr. Baldock will meet with representatives of the Morrison-Knudsen Company, Friday, December 28th, for discussion of their claim on the Durkee-Gales, Lime-Huntington bituminous macadam projects.

While I have discussed the features of the claim before, I will enlarge somewhat upon the details herewith in order that you may have more information available for the discussion.

They originally submitted five separate claim items, but one of the claim items was for loss due to the necessity of using labor secured through the employment agency, and as this claim was entirely in conflict with the terms of the contract, I advised that no consideration whatever would be given it, and I was advised that this portion of their claim would be withdrawn. This left at that time four items in question, as follows:

1. Payment for material wasted at the Lime-Huntington quarry.
2. Payment for hauling materials from the Durkee-Gales quarry site to complete bituminous macadam on the Lime-Huntington section.
3. Additional payment for what is alleged to be an excess amount of screenings or filler used in the construction of crushed rock shoulders.
4. Purchase of crushed rock in stockpiles left over on completion of bituminous macadam construction.

Item 4 has been eliminated from the claim, as the small amount of rock left over upon completion of the bituminous macadam was purchased and included in the quantities as submitted on the semi-final

RECEIVED
DEC 27 1934

11-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
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E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

estimate. This was satisfactory rock and will be useful in our maintenance operations. This, therefore, leaves only three items in question for which they are asking additional compensation. I will take them up in their order.

No. 1. Wastage at the Lime-Huntington quarry. There was produced from this quarry site a total of 5,770 cubic yards of acceptable rock for use as mineral aggregate and shoulder rock ~~or~~ [illegible] or maintenance materials in stockpile. 4,536 cubic yards of materials were rejected, but of this amount of rejection material, 829 yards were later used for crushed rock shoulder material and so paid for in the final estimate. Deducting the 829 cubic yards of shoulder rock leaves a total of 3,707 cubic yards of waste material now in stockpile. In addition to the above amount, there was produced a total of 1,237.2 cubic yards of ¼ - 0" material which was used as follows: 193 cubic yards as fine screenings in bituminous macadam; 194 cubic yards purchased as screen rejections stockpiled at station 2200+65; and 850.2 cubic yards used as filler in crushed rock shoulders.

No. 2. Hauling of material from Durkee-Gales quarry to complete Lime-Huntington Section. Due to the low output the contractor was able to produce at the Lime-Huntington quarry, he decided to move his crushing plant to the Durkee-Gales quarry and haul back the required amount. It was his contention that the Lime-Huntington quarry was exhausted, although this fact was not admitted by me or to my knowledge any one in the highway department. Although it is true, of course, that production of suitable rock from this quarry was difficult, there is still sufficient rock in the quarry to have completed the Lime-Huntington contract had he proceeded with his plan in use before, of wasting unsuitable rock and using only the good rock. At the time the contractor moved from this quarry, the amount of waste materials was running about even, or in other words, yard for yard, with acceptable rock. There was hauled from the Durkee-Gales quarry an amount of material involving 16,480 mile yards in excess of what the haul would have been from the Lime-Huntington quarry. Morrison-Knudsen Company request payment for this haul at their bid price of 10¢ per mile yard, or a total of $1,648.00. I might state that the material hauled from the Durkee-Gales quarry was a considerably better grade of material than could have been obtained from the Lime-Huntington quarry, and therefore would be of some additional value in the bituminous macadam construction.

No. 3. Excess filler materials used in rock shoulders. In constructing rock shoulders there was used from the Lime-Huntington

MISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

quarry a total of 1,631 cubic yards of which amount, as stated before, 829 cubic yards were taken from the stockpile of materials which had previously been rejected for use as mineral aggregate. With the 1,631 cubic yards of rock materials used in shoulders, contractor incorporated 850 cubic yards of ¼ - 0" materials for which they received no paymet. On the Durkee-Gales project, they placed a total of 2,455 cubic yards of rock shoulders and used as filler, 1,840 cubic yards of ¼ - 0" materials. On the two projects there was, therefore, placed a total of 4,086 cubic yards of shoulder rock and 2,690 yards of filler. The contractor claims that this amount of filler was greatly in excess of the amount that should have been used and requests payment for the amount in excess of approximately 40%. 40% of the total shoulder rock would be 1,634 cubic yards, which would leave an excess of 1,056 cubic yards, and it is for this amount that they request payment. As I advised you in my letter of October 8th, the resident engineer has been unable to explain exactly just how so many screenings were necessary, but it appears that in blading the shoulders, the screenings sifted through into the gravel topping, as there does not seem to be any appreciable excess screenings on the shoulders. The contractor feels that he should be paid for these excess filler materials at the same price as he received for rock shoulders. I do not check this stand, however, and if any allowance is to be made for these materials, I would suggest that the price be 95¢ per cubic yard, this price being based on the following facts. The contractor bid on the Durkee-Gales section $1.80 for crushed material in stockpile and $2.50 for shoulders, evidently figuring that 70¢ per cubic yard would be the cost of hauling and placing rock shoulders. Adding to the 70¢ cost of placing, the price of 25¢ per cubic yard as the price of screen rejections in stockpile, the total cost of the contractor would not exceed 95¢ per cubic yard.

You gave me permission at one time to purchase 1,000 cubic yards of screen rejections stockpiled at the Lime-Huntington quarry, but this amount I did not include in my semi-final estimate as it was apparent that the contractor would not accept final estimate based on this allowance, and it appeared to me better to let you make this allowance when you had the final hearing.

I hesitate to make any recommendation regarding the settlement of this claim. On the one hand, we have not violated any part

SLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

of the provisions or terms of the contract and contractor does not appear to have any legal grounds for the claims. On the other hand, the Lime-Huntington quarry did turn out to be a very poor quarry, as have all the quarries we have used in the vicinity of Huntington. The contractor, of course, found his costs to be greater in producing the rock from this quarry site than he had anticipated. His principal reason in moving to the Durkee-Gales quarry and hauling material back was that he could produce the material and haul it twelve miles cheaper than he could produce it from the Lime-Huntington quarry, due to the limited output he was able to maintain. No amount of filler materials to be used in the rock shoulders was stipulated and it does appear that a greater amount than should actually have been required was used. The materials used for filler were ¼ - 0" screenings and contained 75 to 80% metal. Therefore, the use of an excess amount did not injure the construction and of course gave slightly more metal in the shoulders than would have been the result had not this amount of screenings been used. It, therefore, would not appear out of line to allow the contractor payment for approximately 400 cubic yards of additional shoulder material at a bid price of $2.50 per cubic yard, which would approximately equal the amount he would receive for 1,056 yards at 95¢ per cubic yard.

On all contracts with which the Morrison-Knudsen Company have been connected in this Division heretofore, I have found them quite fair in their dealings with us and I do not believe it is their habit of making claims unless they feel they have some justification. Whether or not this fact should be taken into consideration in your decision is wholly within your opinion.

Yours very truly

W C Williams

Division Engineer

WCW:BH

cc Mr. R. H. Baldock

#1493

November 30, 1934

169 B

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1493 for the construction of the Durkee-Gales and Lime-Huntington Section of the Old Oregon Trail in Baker County has been completed by the contractors, Morrison-Knudsen Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after December 10, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $94,288.07 including the final payment. Of this amount $23,64 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1493
Baker Co

1698,

October 11, 1934

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Morrison-Knudsen Company on Contract No. 1493 for the construction of the Durkee-Gales and Lime-Huntington Sections of the Old Oregon Trail in Baker County. This payment will be made on or after October 20, 1934.

Kindly acknowledge receipt of this letter.

Very truly yours,

Secretary.

Dict. by J. McFarland.

Nash

COPY

Oregon State Highway Commission

La Grande, Ore.

Oct. 8, 1934.

169B

Mr. R. H. Baldock
State Highway Engineer,
Salem, Ore.

Attention Mr. H. G. Smith:

Dear Sir:

The semi-final estimate being submitted on the Durkee-Gales and Lime Huntington bituminous macadam projects shows that there is no variation in any of the items of more than 10% between the preliminary estimate and the actual amounts used with the exception of crushed rock in stock piles and haul on same.

The increase in the amount of crushed rock in stock piles resulted in purchasing additional rock for use in oiling the Dixie-Lime section and the purchase of additional rock at Durkee for future maintenance operations.

The increase in the amount of crushed rock necessarily increased hauling crushed rock pile measure.

Very truly yours,

(Signed) W. C. Williams

Division Engineer.

WCW V

Irn

FORM [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

161B

September 26, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

[illegible]
Morrison-Knudsen Company
General Contractors
Boise, Idaho

Attention: Mr. Shoemaker

Dear Sir:

With reference to your request for consideration of additional expenses incurred on the Lime-Huntington and Durkee-Gales Bituminous Macadam Project.

Mr. R. H. Baldock, State Highway Engineer, and Mr. H. G. Smith, Construction Engineer, have made an inspection of the quarry site and other items in question on the ground, and it is their opinion that there is still sufficient hard rock remaining in the quarry to have completed production of rock for the entire set-up, and that any move from the quarry was done solely at the contractor's option and not because the quarry was depleted. As to the wastage of unsuitable material, a certain amount of wastage was anticipated before the contract was awarded and there is nothing to indicate that such wastage was higher than could have reasonably been anticipated. Therefore no concessions can be granted and the final estimate will be submitted as originally prepared by Resident Engineer H. J. Miller.

As three or four days will probably be required to complete preparation of the final estimate, which has been held pending, there is sufficient time for you to communicate with me before the final estimate is submitted if you so desire.

Very truly yours,

W C Williams

Division Engineer.

WCW:OG

cc R. H. Baldock.

[illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

169B

September 25, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

In regard to the claim of Morrison-Knudsen for screen rejection and haul on material for the Lime-Huntington project, I beg to advise that Mr. Baldock is unwilling to make any concessions other than that suggested during our conversation on the ground.

We will pay for 1000 yards of screen rejection if the material is suitable for shoulder patching and can be used for that purpose. We are willing to help the contractors and purchase all possible material from them, but we can conceive of no particular use which might be had for the remainder of this material, and therefore can not spend state funds for unsuitable material.

An inspection of the quarry indicates that there is still sufficient hard rock there to have finished the entire setup and that any move from that quarry was done solely at the contractor's option and not because the quarry was depleted. We feel that there is still sufficient rock there for another setup when the occasion arises and do not concede that this quarry is unsuitable for the purpose or that the material is in any way depleted.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

FORM [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

11412

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

September 21, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

Will you kindly advise me what decision has been reached between yourself and Mr. Baldock relative to the claim of Morrison-Knudsen Company for payment of screen rejection and haul on material as set forth in my letter to you explaining the situation.

Very truly yours,

W C Williams

Division Engineer.

WCW:OG

cc R. H. Baldock.

FORM [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

August 29, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

The submission of the semi-final estimate on the Durkee-Gales and Lime-Huntington Bituminous Macadam Project, has been delayed pending the submission by Morrison-Knudsen Company of several claims they have in connection with the work. I interviewed Mr. Puckett and Mr. Shoemaker representing the Morrison-Knudsen Company, on August 1st but at that time they did not have complete data. Today we have taken up the several items in dispute but no agreement has been reached as I advised them that the matter would have to be referred to you for decision, and I am therefore presenting to you the items in question.

The principal contention is the loss in quarry operation on the Lime-Huntington Project due to the amount of waste material. In producing a total of 5,770 cubic yards of mineral aggregate, 3,707 yards were wasted, or in other words were screened out with a 5" scalping screen before reaching the crusher. They claim that due to the low output and excess cost of handling the waste material, they incurred a loss of $7,300 on this quarry.

The second item of importance is that of hauling mineral aggregate from the Durkee quarry to complete the Lime-Huntington Project. Due to the extremely low production on the Lime-Huntington quarry the contractor moved to Durkee before manufacturing sufficient aggregate for the Lime-Huntington Project. A sufficient amount of material to complete was hauled back from the Durkee quarry involving a total of 16,480 yard miles. It is the contention of Morrison-Knudsen that the rock was exhausted in the Lime quarry and that they should be allowed 10¢ per yard mile haul on the 16,480 yard miles, or a total of $1,648.00.

In constructing rock shoulders approximately 80% as much screenings were used as crushed rock, and the contractors contend that this amount is entirely out of proportion and that they should be allowed an adjustment on this item.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

The contractors contend that inasmuch as the amount of mineral aggregate actually placed was less than the amount specified in the contract, they should be allowed payment as bid for crushed material in stockpile for the amounts left over. The amount of material left over is only about 500 cubic yards and this material should be purchased for use in placing temporary oil surface on the Gales-Tunnel Section when constructed.

Taking up the claims individually I realise that they have no real claim for the loss of quarry operations, but owing to the fact that they made every effort to produce suitable rock even to the extent of running all material over a 3" grizzly, it would not seem out of order to allow payment for screen rejection which is 25¢ per yard for the 5707 yards of waste material. This material contains a high percentage of rock and could be used to advantage for building up shoulders and other maintenance operations in the future.

As for the haul on material from the Durkee quarry for use on the Lime-Huntington Section it is somewhat questionable whether or not a suitable amount of satisfactory rock could have been secured from the Lime-Huntington quarry. The rock produced and hauled from the Durkee quarry was of a much better grade and quality and while we are not bound by the terms of the contract to pay for this haul, in this specific instance I would recommend that we do so as the Lime-Huntington quarry turned out to be very questionable.

The item of extra compensation for excess screenings is relatively unimportant and can be settled by paying for a small portion of the excess screenings as shoulder material.

While I have not attempted to reach a settlement pending advice from you, it is my belief that Morrison-Knudsen will withdraw their total claim totaling some $13,000.00 if you will grant me authority to prepare price agreement covering the haul on material in the amount of $1,648.[illegible], purchase the screen rejection which needs no price agreement at a cost of approximately $927.00, and make a slight adjustment requested on excess screenings used in shoulder construction.

Allowance of these items will not over-run the amount of the contract and no additional project authorization will be required.

I will appreciate advice from you as to whether you approve my completion and submission of the final estimate along these lines, which outside of contract items will require only the price agreement relating to haul from the Durkee quarry.

Very truly yours,

WCWilliams

WCW:OO

Division Engineer.

cc R. H. Baldock.

#1493

169B

August 15, 1934

Fidelity & Deposit of Maryland,
Salt Lake City, Utah.

Attention: Sidney C. Fuld, Mgr.

Gentlemen:

In response to your inquiry of August 15th we wish to advise that the Morrison-Knudsen Company Contract No. 1408 - Durkee-Gales and Lime-Huntington Sections of the Old Oregon Trail in Baker County, was completed on July 11, 1934. The contract was accepted by the Highway Commission on July 25, 1934.

The total amount paid to date on the above contract is $86,668.59 and the retained percentage is $7,013.81.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1493
Baker Co

DEPARTMENT OF UTAH AND SOUTHERN IDAHO

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Continental Bank Building
SALT LAKE CITY, UTAH

SIDNEY C. FULD
Manager
RONALD D. McGREGOR
Assistant Manager

Telephone
Wasatch 969

August 13, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Contract No. 1493 - Morrison-Knudsen Company - Construction of the Durkee-Gales and Lime-Huntington Section, Baker, County, Oregon - Bond #3853189-A

I would appreciate it if you would advise if this contract has been completed and accepted and if so, the total amount earned by the contractor. If not completed, what percentage is complete?

Yours very truly,

Sidney C. Fuld

Sidney C. Fuld, Manager

SCF/lag

Pd to date - $86.668.59
Retd. $7.013.81-

FORM 8-M-1 12001 500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

11-9F

August 4, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I am submitting Estimate No. 9 on the Durkee-Gales and Lime-Huntington Bituminous Macadam Project. I am also submitting Extra Work Order No. 1 in the amount of $23.64 covering preparation of stockpile sites as provided for in the contract.

All work on this project is completed and the final estimate is ready for submission, but we are holding the final estimate pending further consideration of certain items brought up by the contractor. As soon as I have a full report from the contractors on the items in question, the matter will be referred to you for consideration and the final estimate submitted as soon as a decision is reached.

Very truly yours,

WCWilliams

Division Engineer.

WCW:OG
Encls.

cc R. H. Baldock.

NOTED
State Highway Engineer

RECEIVED
AUG 8 - 1934
STATE HIGHWAY [illegible]

117

Form 238—5M—2-34

EG STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 14, 1934

Section Durkee-[illegible]-Huntington

Kind of work Bituminous Macadam

Highway Old Oregon Trail

Section prefix 174

Contractor Morrison & Knudsen Co.

Contract number 1493

Date of contract August 25, 1933

Date of completion July 15, 1934

Date work started Sept 13, 1933

Estimated date of completion ...., 193..

Amount of contract $93517.50

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $93517.50

Per cent of contract completed, based on total contract price 100%

Engineering costs to date, $4500.00, ...%

Date project was completed July 11, 1934

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All work was completed on the project last Wednesday the 11th. The final estimate will be completed some time the comming week. The weather has been fair and extremely warm.

RECEIVED
JUL 16 1934

Signed [illegible]

Address Huntington, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
en and tractors							

quipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
unday			
onday			
uesday			
ednesday			
ursday			
riday			
aturday			

FORM 5-M-1 14280 500 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
193[illegible]
STATE HIGHWAY COMMISSION

July 11, 1934.

IN REPLY PLEASE REFER TO FILE NO.
169B

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. H. G. Smith:

Dear Sir:

I am inclosing Price Agreement No. 2, Contract No. 1493, on the Durkee-Gales and Lime-Huntington projects, which agreement covers barreling 2380 gallons of E grade asphalt and 400 gallons cut back asphalt.

This material will be used for maintenance purposes and is being furnished to us at a very reasonable cost. It is therefore my recommendation that the price agreement be approved.

Additional project authorization will not be required.

131

Very truly yours,

WCWilliams

WCW:V

Division Engineer.

cc Baldock
cc Bishop

FORM S-A-1 15749 10M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

PR-169B

May 16, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

In regard to the penetration cement macadam on the Dixie Lime Section.

It was not the intention to eliminate any of the Morrison-Knudsen contract on the Durkee-Gales project as that has been definitely set up as an N.R.A. bituminous contract and the elimination of a portion of this contract would be impossible.

I believe it adviseable to stock-pile the material near the crusher set-up and then a suitable portion of the Dixie-Lime Section can be selected at my next inspection. I believe the test sample should be placed upon a portion of the road where a detour around the old road is available, as I did not see how work of this character could be carried on under traffic. I had thought a portion in the vicinity of the Lime plant would be suitable as the Cement Association is very active in promoting this type of construction and it would be fitting to have it placed near the cement plant, but probably any other portion of the Dixie-Lime Section would be equally applicable if more suitable detours can be arranged.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock ✓

FORM 5-M-1 18031 500 1-34

Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

1497B

OREGON STATE HIGHWAY COMMISSION
Office of W. C. Williams, Division Engineer
LA GRANDE, OREGON

May 5, 1934.

In Reply Please
Refer to File No.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

Morrison & Knudsen state that they will crush 1200 cubic yards of 2½"-1½" rock and 1800 cubic yards of 1¼"-3/4" rock from the set-up on the Durkee-Gales Section, for $1.80 per cubic yard if machine loading is permitted, or $2.00 per cubic yard if hand loading is required.

Haul will be 1½¢ per yard mile, quantities to be measured in stockpile.

This price seems rather high, but Morrison & Knudsen Company have been unable to crush rock on their present contract for the price of $1.80 which is their contract price in stockpiles. If some arrangements can be made to purchase the materials below 3/4" size, a slight reduction could probably be obtained in the price for the larger sizes. Kindly advise if you wish me to prepare the price agreement and have the same executed by the Morrison & Knudsen Company.

Very truly yours,

W C Williams

WCW:OG Division Engir

cc R. H. Baldock.

FORM 9-M-1 10410 500 7-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

1693

February 13, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

~~Clifton & Applegate~~
~~General Contractors~~
~~Hutton Building~~
~~Spokane, Washington~~

Dear Sir:

Please be advised that I have made a thorough investigation of the claim presented by you alleging damage due to right of way delays on the Lime-Huntington grading project, contract #1393.

The major part of the claim presented by you covers losses which you claim to have suffered through right of way delays. I am without authority to approve any of the claims arising from right of way delays excepting actual loss of time and cost of extra moving of equipment as the general provisions of your contract state on page 15, section 5, "If, through the failure of the State Highway Commission to acquire rights-of-way, the contractor sustains loss which could not have been avoided by the judicious handling of forces and plant, there shall be paid to the contractor such amount as the engineer may consider to be a fair and reasonable compensation for such part of the contractor's actual loss as, in the opinion of the engineer, was unavoidable and could not have been reduced. In no case, however, shall any compensation be made to cover loss of anticipated profits or indirect losses of any kind, and actual loss shall be understood to include no items other than necessary payments for idle time, cost of extra moving of equipment, and cost of longer hauls."

I have therefore presented your entire claim to the State Highway Engineer for his consideration.

Very truly yours,

W C Williams
Division Engineer.

WCW:CO
cc R. H. Baldock

Stencil No. 124

PR-169-B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon NRH 169-B, C, & D, respectively

November 16, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered Federal-aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L.J.Caufield
Highway Engineer

Encls.

RECEIVED
NOV 17 1933
OREGON
STATE HIGHWAY COMMISSION

Agr- 12508

PR-169 B

Form P. R. 2

State Oregon

Project No. NRH 169, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

RECEIVED
SEP 28 1933
OREGON
STATE HIGHWAY COMMISSION

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

9—8518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of September, 1933

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73d Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 16th day of April, 1933, a project statement, which was approved by the Secretary on the 6th day of May, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 5th day of August, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-one thousand, three hundred sixty-two and 00/100 dollars ($21,362.00) as the share of the United States payable under said act on account of Section B of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of National Industrial Recovery Act (Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1411+50 at southeast end of Federal Aid Project No. 66, near south line of Sec. 2, T. 12 S., R. 43 E., W.M., and survey station 1536+50, in the east 1/2 of Sec. 13, T. 12 S., R. 43 E., W.M.

, length 2.375 miles, in Baker County, being Section B of National Industrial Recovery Highway project No. NRH 169, consisting of 2.375 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, known ~~mile in length~~ locally as the Nelson-Gales Section of Old Oregon Trail, between official control points La Grande and Ontario.

PORTLAND ORE
NOV 16 1933
ROADS

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 2 of said project shall not in any event exceed the sum of twenty-one thousand, three hundred sixty-two and 00/100 dollars ($21,362.00), certified to the Secretary of the Treasury as above mentioned, which is ~~xxxxxx~~ ~~not exceed the authorized Federal pro rata share of~~ ~~dollars ($xxxxxxxxxxxxxxxx)~~ the approved total estimated cost of Section 2 of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 7th day of Nov, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture
~~Secretary of Agriculture~~

U S GOVERNMENT PRINTING OFFICE: 1931 8—5518

By P. St. J. Wilson
Acting **Chief, Bureau of Public Roads.**

RECEIVED
SEP 28 1933
OREGON
STATE HIGHWAY COMMISSION

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project N[illegible] 169-B, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $21,362.00 as the total estimated cost of said project, and the sum of $21,362.00 as the share of the United States, payable under said acts on account of such project, which is the ~~does not exceed the authorized Federal pro rata share of said~~ total estimated cost.

Done at the city of Washington, this 7th day of November one thousand nine hundred and thirty-three

Secretary of Agriculture
~~Secretary of Agriculture~~

By P. St. J. Wilson
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

October 17, 1933

McColloch & Brown
Attorneys at Law
Baker, Oregon

Gentlemen:

Attention Mr. Frank C. McColloch

This will acknowledge receipt of your letter of October 16 regarding the deposit in this office made by contractor Carl Nyberg pending final settlement of the Eva Hindman claim, arising out of Mr. Nyberg's contract for the construction of the Durkee-Gales Section of the Old Oregon Trail in Baker County.

I am pleased to inform you that check is being forwarded today to Mr. Nyberg by our attorney, Mr. J. M. Devers, which check is in the full amount of the deposit.

Very truly yours

Secretary

HBG:jn

McCOLLOCH & BROWN
ATTORNEYS AT LAW
BAKER, OREGON

FRANK C. McCOLLOCH
LOTT D. BROWN

Oct. 16, 1933

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We represent Mr. Carl Nyberg of Couer D'Alene, Idaho. For the past year or more you have with-held a certain amount of money from the final settlement granted him on the Durkee (Old Oregon Trail) grading job by reason of a claim made by Eva Hindman through her attorneys, Heilner, Smith, Grant & Fuchs, of this city.

We recently reached a settlement of this claim and Mrs. Hindman received Mr. Nyberg's check for the agreed balance due her. At the same time Mrs. Hindman's attorneys addressed a letter to your Department releasing the fund held by you. Under date of October 14th we have a letter from Mr. Nybert stating that he has not yet received the money from your office.

Will you please have the proper person check through this file and see that Mr. Nyberg receives his balance without undue delay.

Thanking you for your attention to this, we are,

Yours very truly,

Frank C McColloch

RECEIVED
OCT 17 1933

FCM:LS

169 B

September 27, 1933

Morrison-Knudsen Co.
319 Broadway
Boise, Idaho

Gentlemen:

We are sending you by express an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of the Durkee-Gales and Lime-Huntington Sections of the Old Oregon Trail in Baker County.

This copy is for your records and files.

Very truly yours

Secretary

AJ

Form 300—4M—3-33.

STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending Sept 16, 1933

Section Durkee-Gales & Lime-Huntington

Kind of work Bituminous Macadam

Highway Old Oregon Trail

Section prefix 1 P.U.

Contractor Morrison & Knudsen Co.

Contract number 1493 169-B

Date of contract August 25, 1933

Date of completion July 15, 1934

Date work started Sept 13, 1933

Estimated date of completion July 15, 1934

Amount of contract $93,517.50

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $93,517.50

Per cent of contract completed, based on total contract price ....%

Engineering costs to date, $........, ...%

Date project was completed ...., 193...

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work began Sept 13th. 14 men are employed unloading equipment, clearing crusher site, and carpenter work.

NOTED
H. G. SMITH

RECEIVED
SEP 19 1933
CONST

H. J. Mellen
Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

FIEL LY R

	GRADING	SURFACING	AINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				10.45	
Miles partially completed					
Miles completed					
Total estimated quantities			2400	15000	
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	Baker COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	11					3	14
~~Men~~ and teams	1						
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Rain		
Friday	Fair		
Saturday	"		

Form [illegible]

NOTED

[illegible]N STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending Sept. 9, 1933

Section Durkee-Gales & Lime-Huntington

Kind of work Bituminous Macadam

Highway Old Oregon Trail

Section prefix I.P.U.

Contractor Morrison-Knudsen Co.

Contract number 1493 119B

Date of contract August 25, 1933

Date of completion ...., 193..

Date work started ...., 193..

Estimated date of completion July 15, 1934

Amount of contract $9357.50

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $........

Per cent of contract completed, based on total contract price ....%

Engineering costs to date, $........, ...%

Date project was completed ...., 193..

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work has started on this project to date, and no machinery has been moved onto the job.

The weather has been fair & warm.

RECEIVED
SEP 12 1933

[illegible]
Res. Eng.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	.... COUNTY	.... COUNTY	.... COUNTY	.... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
....							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

AUGUST
Twenty-Ninth
1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Nelson-Gales Section, Project No. NRH-169-B.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-169-B

[illegible] SECTION OF THE OLD
OREGON TRAIL IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 29, 1933

Statement of Completed Work:

Total Cost on Roadwork	$ 52,274.83
Total Federal Aid Paid on Roadwork	$ 31,418.94
Length	2.375 miles
Cost per mile	$ 22,010.45
Federal Aid paid per mile	$ 13,229.02

New Work - Bituminous Macadam Wearing Surface:

2.4	miles	Preparation of Base	$125.00	$ 300.00
3,430	cu. yds.	Mineral Aggregate in Bit. Macadam	2.95	10,118.50
200	tons	Asphalt in Place	31.00	6,200.00
23	"	Emulsified or Cut-back Asphalt in Seal Coat	30.50	701.50
840	cu. yds.	Rock Shoulders	2.50	2,100.00
			Sub-total	$ 19,420.00
			10% Engr. & Cont.	1,942.00
			Total	$ 21,362.00

Length 2.375
Cost per mile $8,994.52

National Recovery Highway Funds Requested..................$ 21,362.00

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State Funds for Maintenance: Chapter 41, Laws 1920.

August 29, 1933

Morrison-Knudsen Co.
319 Broadway
Boise, Idaho

Gentlemen:

This letter is to inform you officially that the State Highway Commission at its meeting held on August 25, 1933, awarded to you the contract for the bituminous macadam wearing surface of the Durkee-Gales and Lime-Huntington Sections of the Old Oregon Trail, 10.45 miles in length, at your bid price of $95,517.50.

The contract forms will be transmitted to you shortly for your execution. In the meantime, you may consider this letter as your authority and our request that you commence construction operations immediately.

Very truly yours

Secretary

HBG:AJ

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 8, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon NRH 169-B, the Nelson-Gales section of the Old Oregon Trail, 2.375 miles of bituminous macadam, have today been recommended for approval. This is your authority for proceeding with advertising.

Special clauses, mentioned in our letter of August 2, 1933, should be included in the advertisement for bids. Also we would like to have for each project four copies of mimeographed Notice to Contractors, which should likewise contain the three clauses mentioned.

As no Federal funds will be paid on this project until or unless the agreement is executed, it is essential that all documents be forwarded without delay. This is particularly true of bid tabulations and agreement estimates. As we have been instructed to submit these documents immediately after the letting, we are requesting that they be forwarded so as to reach this office not more than three days after the letting.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

July 18, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and two sets of special provisions for construction of bituminous macadam on the Nelson-Gales Section, Project No. NRM-169-B. Five blueprint copies of the typical cross-section sheet are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery
Highway Proj. No.
NRH-169-B

NELSON-GALES SECTION OF THE
OLD OREGON TRAIL IN BAKER COUNTY

(Estimate to accompany bituminous macadam specifications. Not as basis for project agreement.)

Salem, Oregon, July 8, 1933.

Statement of Completed Work

Total Cost on Roadwork..	$ 52,274.83
Total Federal Aid Paid on Roadwork.....................................	$ 31,418.94
Length...	2.375 miles
Cost per mile..	$ 22,010.45
Federal Aid paid per Mile..	$ 13,229.02

Ⓐ

New Work - Bituminous Macadam Wearing Surface

2.4	miles	Preparation of Base	$100.00	$ 240.00
3,430	cu. yds.	Mineral Aggregate in Bit. Macadam	2.40	8,232.00
200	tons	Asphalt in Place	25.00	5,000.00
23	tons	Emulsified or Cut-back Asphalt in Bit. Macadam	28.00	644.00
840	cu.yds.	Rock Shoulders	1.20	1,008.00
			Sub-total	$ 15,124.00
			10% Engr. & Cont.	1,512.40
			Total............	$ 16,636.40

Length	2.375 miles
Cost per mile	$ 7,004.80

National Recovery Highway Funds Requested $16,636.40

1698

Form [illegible] 5-31

RECEIVED
JUL 6 - 1932
OFFICE
CONSTRUCTION

RECEIVED
JUL 5 - 1932
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Job name Durkee Gates

Date July 1, 1932

Week from June 25 *to* July 1

Mail address Huntington Ore.

Highway Old Oregon Trail

Telegraph or telephone address Phone 223

County Baker *Job prefix* F.A.H.

Express and freight address Huntington Ore.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Approximately 6000 yards of material was moved this week. The drilling is behind and not enough rock shot to keep shovel going.

Traffic was held up for one and a half hours Wednesday the 29th on account of a rock slide which blocked the road.

The salvage [illegible] is placed on 2½ miles and expect to complete [illegible] by Saturday noon.

The weather has been fair and hot.

Two 6 hour shifts was worked this week.

An average of 68 men worked this week 12 of which are non residents of Oregon but are [illegible] key men in the contractor organization.

(See back of this sheet for instructions and detailed information)

Signed W. J. Miller

Title Resident Engr.

GRADING CONSTRUCTION

Total miles of grading in project 63

Miles completed 3

Miles completed except finishing 4

Total cubic yards in project 184,000

Cubic yards moved to date 96,000

Miles covered by contractor's forces 6

Miles cross-sectioned 63

Miles cross-sections completed and checked

Miles to be remeasured 25

Number men in Engineering Party 10

Contractor's average force for week 63 *men,*

3 *teams,* 3 *steam shovels*

Grading work will be completed about Oct 31, 1932

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 1 P.W. *Percentage* 60
2. 1 P.C. *Percentage* 40
3. *Percentage*
4. *Percentage*

FORM 2-A-1 6787 10M 12-32

COMMISSIONERS

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

119 b

OREGON STATE HIGHWAY COMMISSION

SALEM

March 2, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

During our conference with Carl Nyberg regarding settlement on Durkee-Gales Contract #1338 - Mr. Nyberg called attention to classification between 1424 and 1432 as affecting special agreement entered into Apr. 7, 1932, covering line change at this and other encroachments and requested that a review of this classification be made. He stated that this was a very difficult section closely adjacent to the railroad semaphores, telegraph and signal lines with required blasting to be done in small amounts and with extreme care, and that on account of the curvature in the highway that all excavation had to be done very carefully, that all sloping of the looser material had to be worked down in small quantities by hand. He stated that since his price agreement of Apr. 7, allowed an adjustment only on Solid Rock, that he had received only $502.00 additional under that agreement and requested that the classification be made less technical and more in the spirit of the agreement which was an attempt to compensate him for the extreme expense in adjusting the line as required by the O-W Railroad.

I made an examination of this classification on February 24th and find that it is fairly classified according to our usual practice with respect to common and Solid Rock; but that the classification runs considerably under that given on the preliminary estimate. As our agreement with Nyberg was based upon the preliminary classification and definitely stated that 7002 cubic yards of rock be the estimated quantity of Solid Rock to be moved and that adjustment should apply on the excess of the quantity, I feel that an in[illegible] is being done Nyberg in making the final classificatio[illegible]t from the original, therefore I recommend that from S[illegible]28 to 1431+10

NOTED
State Highway Engineer

be classified as Solid Rock. This will place the adjustment on the same status as the original classification and not be depriving Nyberg of Solid Rock adjusted price due to differences in the original and final classifications.

His final estimate will therefore be increased by the following:

984.7 Cu. Yds.	at $1.00	$984.70
Adjustment for Plant installation due to reduction in yardage based upon: 9303 Yds.	at 0.03	279.09
Bill of Western Union which we agreed to reimburse:		140.00
		$ 1403.79

I would recommend that Nyberg be advised that this appears a fair adjustment. This is based upon a different method of analysis from that which we discussed this morning and allows Nyberg about $400.00 more.

If you prefer to wait and discuss this in detail before speaking to Nyberg, I will be in the office again Monday.

Yours very truly,

H G Smith

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

169b

February 4, 1938

Spokane and Eastern Trust Company
Spokane
Washington

Attention of Mr. S. A. Kimbrough

Gentlemen:

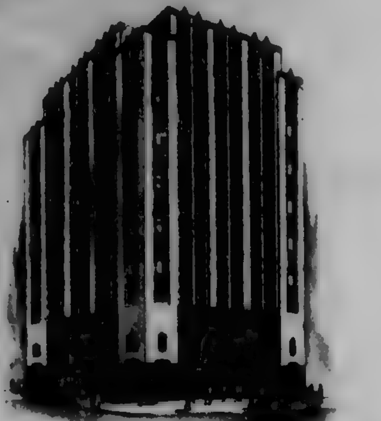
Receipt is acknowledged of your letter of February 2, in which you inform us that it was Mr. Nyberg's intention to assign only the monies due or to become due in connection with his contract for the construction of the Darkee-Gales Section of the Old Oregon Trail.

Thank you for this information.

Very truly yours

Secretary

AJ



SPOKANE AND EASTERN TRUST COMPANY

SPOKANE, WASHINGTON

S. A. KIMBROUGH
VICE PRESIDENT

February 2, 1933

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Responding to your letter of January 31 relative to assignment of claim of Carl Nyberg for moneys due him for construction of the Durkee-Gales Section of the Old Oregon Trail, in Baker County, perhaps our letter was a little misleading, as we understood that Mr. Nyberg is doing no work in Oregon other than this one contract, and it was his intention to assign only the moneys due or to become due on this contract.

We are today in receipt of a letter from Mr. C. O. Price, Manager of the Portland office of the United States Fidelity & Guaranty Company, advising that he had accepted the letter written by Mr. Will J. Kommers in behalf of the bonding company, and forwarded same to you. We hope with this your records will be complete, and when the warrant is ready for disbursement the same will be forwarded to us.

Again thanking you for your kindness in this matter,

Sincerely,

S A Kimbrough

SAK:PT Vice President.

AFFILIATED WITH
NORTHWEST BANCORPORATION

FORM 5-A-1 4796 7000 12-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

11 7-d

February 2, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

I am sending you a copy of my report on the Nyberg Claim in order that you may correct me if any of the figures which I have used are wrong.

I believe it totally unprecedented to consider allowing a contractor anticipated profits. We have sometimes paid him for losses incurred by line changes but it does not seem advisable to establish a precedent to pay anticipated profits on a job.

The most optimistic contractor and the one who sees more favorable borrow and easier work is of course the one who secured the job. Contractors who examine into the job carefully and realize the difficulty and anticipate the unfavorable conditions, are the ones who put in the higher bids and are successful. Therefore any anticipated profits are based upon a very much more optimistic view of the project than the plans and conditions warrant. It would therefore seem that any adjustment made to Nyberg must be confined to losses he was occasioned by the overestimation shown on the profile.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

NOTED
State Highway Eng

H. G. Smith,
Construction Engineer.

HGS/H
CC to
R.H. Baldock ✓

Encl.

FORM 2-A-1 9984 5M 9-28

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

169-B

OREGON STATE HIGHWAY COMMISSION

SALEM

February 1, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

With regard to the claim of Carl Nyberg for extra compensation due to change in plans on the Durkee-Gales contract #1338. I will divide this contract in two sections dividing it at Mile Post 4 (which is approximately Nelson) for convenience in using the summary by miles at the end of the profile.

East of mile post 4, the railroad requested several adjustments in the encroachments which increased the yardage and required a re-adjustment of the grade line and haul. This was settled by a price adjustment with Nyberg prior to the opening up of that portion so that any change here has been provided for and does not enter into the discussion. Nyberg admits this in his letter but is using it as an argument for extra consideration on the rest of the work.

West of Mile Post 4 the location was originally balanced up for standard crushed rock, waterbound surfacing; but after our success with gravel topping on other sections, the surfacing was changed to 9" gravel topping with an eventual bituminous macadam top. As it would have been inadvisable to have placed the thick gravel topping as a surfacing on the section designed on account of the narrowing of the roadbed, a readjustment of the quantities was attempted. In making these various adjustments the profile grade was evidently sometimes considered as the top of the gravel topping and at other times as the top of the earth subgrade and on the construction it was used as being the top of the gravel topping. The net result was that the grading quantities were shown on the profile as somewhat greater than were necessary where the work was actually done.

I believe that Nyberg is greatly overestimating the amount of this reduction by using the gross quantities shown on the summary. The profile summary shows an added allowance of 10% which is plainly shown as such, and should not be considered by the contractor in making up his bid as it is added to cover unexpected increases which may or may not develop.

In addition an estimated shrinkage of 25% was used on the location estimate whereas the construction shrinkage was only about 13%. Contractors know this to be a variable quantity, as they are entirely conversant with shrinkage and are able to form an opinion when bidding. The location estimate called for a net yardage of 72,737 cu.yds. based on a shrinkage of 25%. Had the roadbed been constructed to that grade line with the actual shrinkage of 13% the yardage would have been 66,777. The actual yardage used was 57,474 or a reduction of 9303 yards by use of the lower grade line. Nyberg then bases his claim on the supposition that 35,000 cu.yds of dragline casting work was eliminated which he could have made a profit of 12 cents per cu.yd., or $4200.00 and that 16,000 cu. yds. of ordinary common at 14¢ per cu.yd. or $2240.00 - which would make his entire claim $6440.00.

His suppositions and the premises upon which his claim is based are entirely unwarranted, as there is nothing on the plans furnished which permits him to make any assumption as to the amount of dragline casting, as the profile merely calls for a certain amount of borrow between given stations and the contract definitely provides that the borrow shall be obtained from such places as the engineer directs. A study of the construction platted sections show that all the borrow pits have furnished all the material that could easily have been obtained within the right of way since typical sections call for 3.1 slope opposite borrow. A slight amount could have been obtained by carrying the borrow pits to a true V, but this could not have been done except by use of blade or team work and more detailed finishing. Very little borrow can be obtained opposite the large fills as modern standards of construction do not permit of deep and irregular borrow pits. Side borrow pits are only constructed in a uniform manner and moderately deep to permit of drainage and not to unduly increase the height of fills. For many years much of the borrow has been obtained by widening cuts and special pits. The amount of side borrow was limited not by the amount required but by the amount of right of way and had the fill been 9" higher the fill would have occupied 4.5 feet of the right of way, making considerable less borrow available. Therefore Nyberg obtained all or more side cast than he should have anticipated.

It is admitted that the profile upon which the work was let shows quantities considerable in excess of those used, and they were apparently based upon a grade line 9" higher than that finally constructed. Therefore any possible damage to Nyberg must be based upon what would have taken place had the job been actually constructed at the higher profile grade.

The foregoing analysis shows that had the higher grade line been used, that the increase would have been 9303 cu.yds. of common, but that it would have been hauled material and not side casting.

Nyberg also considers that he suffered loss on 30 stations which were changed from very light fill to light cut. The only increase in cost on this is the lessened output of the shovel on light work borrow. A very liberal estimate for this would be $250.00.

It is unprecedented to allow a contractor anticipated profits for contract adjustment, the allowance being confined to reimbursement for losses due to changes. Page 7 of the Standard Specifications Contract Agreement state "No claim shall be made by the contractor for any loss of anticipated profits because of any such alteration or by reason of any variation between the approximate quantities and the quantities of work as done."

It would seem that the only losses incurred would be the proportion of the installation cost of moving in his equipment and establishing camp, which he naturally expected to prorate against the total yardage. Placing this at about 3¢ per cubic yard would amount to $279.09 for the 9303 cu. yds. eliminated from the work.

Therefore it would seem that an allowance of $279.09 plus $250.00, total 529.00 would be the amount necessary to recompense Nyberg for any loss due to change in quantities.

Yours very truly,

H G Smith

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

169-B

MEMORANDUM REGARDING CARL NYBERG'S CLAIM, STATE HIGHWAY CONTRACT NO. 1338

With regard to Mr. Nyberg's claim for extra compensation on Contract No. 1338 for grading the Durkee-Gales Section of the Old Oregon Trail in Baker County, a careful examination of his claim discloses that it is based primarily upon loss of anticipated profits. Page 7 of the contract agreement states that "No claim shall be made by the contractor for any loss of anticipated profits because of any such alteration or by reason of any variation between the approximate quantities and the quantities of work as done."

The gross yardage shown on the profile was approximately 80,000 yards, including a 10% allowance which is plainly shown as such to cover slides, overbreak, etc. which was set up as a contingency which might materialize. This is a quantity on which Mr. Nyberg would have no reason to base any claim whatever. The location estimate calls for a net yardage of 72,737 cubic yards based on a shrinkage of 25%. The shrinkage which is an admitted indeterminate factor, was actually 13% which would automatically reduce the yardage to 66,777 cubic yards. The actual yardage moved was 57,474 or a reduction of 9,303 yards. This was mainly caused by slight adjustments in the grade line in placing the gravel topping so as to carry a standard width throughout. These adjustments seem to have been made to a maximum of 9 inches and in almost all cases lowered the grade line not to exceed that amount. Such adjustments are minor in nature and are plainly covered by the contract wherein the engineer has the right to make such changes without the payment of additional compensation to the contractor.

Mr. Nyberg states that such changes caused less side borrow and decreased the amount of dragline casting. There is no justification for such assertion; in fact, the contrary is true. The profile merely called for a certain amount of borrow between given stations and the contract definitely provides that borrow shall be obtained from such places as the engineer may direct. A study of the construction platted sections shows that all the borrow pits have furnished all thematerial that could easily have been obtained within the right of way, since typical sections call for 3.1 slope opposite borrow. A slight amount could have been obtained by carrying the borrow pits to a true V, but this could not have been done except by use of blade or team work and more detailed finishing. Very little borrow can be obtained opposite the large fills as modern standards of construction do not permit ~~of~~ deep and irregular borrow pits. Side borrow pits are only constructed in a uniform manner and moderately deep to permit ~~of~~ drainage and not to unduly increase the height of fills. For many years much of the borrow has been obtained by widening cuts or by the excavation of selected pits. The amount of side borrow was limited not by the amount required but by the amount of right of way on the assumption that the embankment was constructed to a grade line 9 inches higher the full would have occupied 4.5 feet of additional right of way, making considerably less borrow available. Therefore, Mr. Nyberg obtained more actual side cast than he had reason to anticipate.

It is admitted that the profile upon which the work was let shows quantities somewhat in excess of the yardage actually moved which quantities were based upon a grade line of a higher elevation than the grade line as finally constructed. Therefore, any possible damage to him must be based upon what would have taken place had the job been actually constructed at the higher profile grade. Rather than a damage, he actually received a benefit.

The foregoing analysis shows that had the higher grade line been used, the increase would have been 9,303 cubic yards of common, but that it would

#1338

1698

January 31, 1933

Spokane and Eastern Trust Company
Spokane
Washington

Attention of Mr. S. A. Kimbrough, Vice-President

Gentlemen:

Reference is made to your letter of January 27 enclosing assignments of Carl Nyberg to your bank of all monies due, or to become due Mr. Nyberg in connection with his contract for the construction of the Durkee-Gales Section of the Old Oregon Trail in Baker County.

The assignment appears to be properly executed and we shall be pleased to honor it as soon as we receive the consent of the surety thereto which, we understand, will be forthcoming shortly from Mr. C. O. Price, Manager of the U. S. Fidelity and Guaranty Company, Portland.

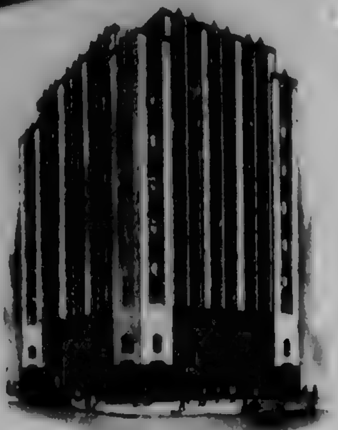
It is noted in the second paragraph of your letter that it is Mr. Nyberg's intention to assign all monies to you which are due on his contracts in Oregon. The Durkee-Gales Section contract is the only one which Mr. Nyberg has with the Oregon State Highway Commission at the present time. In the event that additional contracts are awarded to him in the future, it will be necessary for Mr. Nyberg to make separate assignments of the funds in connection with each contract. We shall be pleased to furnish the necessary forms upon request.

Very truly yours

Secretary

HBG:AJ

#1338



SPOKANE AND EASTERN TRUST COMPANY

SPOKANE, WASHINGTON

S. A. KIMBROUGH
VICE PRESIDENT

January 27, 1933

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Referring to your letter of January 20, with which you enclosed assignments of claim to be signed by Mr. Carl Nyberg, Mr. Nyberg has called and signed the claim in duplicate, both of which we are enclosing.

It is Mr. Nyberg's intention to assign any and all moneys due him on his contracts in Oregon to this bank. We have secured a letter from Mr. W. A. Kommers, Manager of the Old National Insurance Agency, Inc., consenting to this assignment, and in line with your suggestion, are forwarding same to Mr. C. O. Price, Manager of the Oregon Branch of the U.S. Fidelity & Guaranty Company, with the request that he indicate his approval of the letter and forward same to you.

If this is not received by you within a reasonable time, we shall appreciate your advising us.

Again we want to assure you of our appreciation of your cooperation in this matter,

Sincerely,

S A Kimbrough
Vice President.

SAK:PT
Enc

Re. [illegible] cont #1338

[illegible] 30

AFFILIATED WITH NORTHWEST BANCORPORATION

30
[illegible] SMITH

SPOKANE AND EASTERN TRUST COMPANY
SPOKANE, WASHINGTON

January 27, 1933

COPY

Mr. C. O. Price, Manager Oregon Branch
U. S.Fidelity & Guaranty Company
Portland, Oregon

Dear Mr. Price:

Enclosed you will find a letter from Mr. Will A. Kommers, Manager of the Old National Insurance Agency, Inc., consenting to the assignment of claim of Carl Nyberg to the Spokane and Eastern Trust Company, in connection with the amount due Mr. Nyberg for work done on the road known as the Durkee-Gales Section of the Old Oregon Trail, in Baker County, Oregon.

Will you kindly indicate your approval on this letter and forward same to Mr. H. B. Glaisyer, Secretary of the Oregon State Highway Commission, Salem?

Thanking you for your cooperation in this matter,

Sincerely,

SAK:PT
Enc

Vice President.

FORM S-M-1 5570 5M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

January 28, 1933.

RECEIVED
JAN 30 1933
OREGON
STATE HIGHWAY COMMISSION

IN REPLY PLEASE
REFER TO FILE NO.

119 L

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: ~~Mr.~~ H. G. Smith

Dear Sir:

As per your request of January 24th, I am enclosing tabulation showing equipment used in the construction of the Durkee-Gales Section. I am also enclosing a tabulation of quantities classified as to excavation, borrow, etc. between stations 1204 and 1405+50.

You will note there are several short sections on which a drag line was used for construction, but only on ~~three~~ four of these sections was the contractor able to cast material direct onto the fill to any extent. These sections are between stations 1203-1299+50; 1301+50-1311+65; 1342+50-1351+50 and 1357+50-1405+50.

My original report to Mr. Baldock stated that there were 12,000 yards of side borrow in the project, and was based on the enclosed tabulation of quantities which was prepared by H. J. Miller. This included only the side borrow between stations 1357 and 1405+50, but a closer study of the profile shows that approximately 2591 yards of additional side borrow was obtained from the other three sections numerated above. Therefore the total side borrow obtainable by drag line methods would be approximately 14,500 cubic yards of which probably 70% could be casted direct into place and 30% removed by means of teams and bulldozer.

Very truly yours,

WCWilliams

NOTED
State Highway Engineer

Division Engineer.

WCW:OW
Encls.

cc R. H. Baldock.

NOTED
State Highway Engineer

FORM S-A-1 6798 7500. 12-32

COMMISSIONERS

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

169 b

January 24, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

NOTED
State Highway Engineer

I have your letter of January 17th addressed to Mr. Baldock regarding the Nyberg claim on the Durkee-Gales Section, but I am unable to locate in Mr. Baldock's office or elsewhere the actual claim as submitted by Nyberg, and I have not received the location cross sections which you promised to forward.

If you have a copy of the actual Nyberg claim I wish you would forward it as I hesitate to pass upon this claim without Nyberg's presentation of the matter, and do everything possible to hasten the arrival of the location cross sections in this office as the Commission is very anxious to pass upon this claim.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

HGS/H

H. G. Smith,
Construction Engineer.

CC to
R. H. Baldock ✓

FORM 5-A-1 6766 7600 12-32

Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
SALEM

OR 169B

January 24, 1933.

In Reply Please
Refer to File No.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

NOTED
State Highway Engineer

Dear Sir:

Your report of January 17th on the Nyberg claim for alteration in the contract on the Durkee-Gales Section mentions that the claim is largely based on the assumption that Mr. Nyberg expects to do considerable portion of the work by drag line casting. We do not find any clear statement of how he actually did the work and whether or not he used a dragline on any portions of the work.

Will you kindly prepare a tabulation dividing it into short sections showing the kind of equipment which Nyberg used, especially setting forth any portions of the work which the drag line cast into the fill.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER,

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

January 20, 1933

Spokane and Eastern Trust Company
Spokane
Washington

Attention of Mr. S. A. Kimbrough, Vice-President

Gentlemen:

Reference is made to your letter of January 18, enclosing assignment, in duplicate, covering monies due Carl Nyberg under semi-final estimate #8 in connection with his contract for the construction of the Durkee-Gales Section of the Old Oregon Trail, which estimate is in the sum of $6,801.00.

An inspection of our records reveals that this assignment form was prepared incorrectly since it covers assignment of estimate #8 only, for which we have a previous assignment. It is our understanding that Mr. Nyberg wishes to assign all monies due, or to become due, in connection with this contract. Therefore, I have had prepared another form of assignment to effect this, duplicate copies of which are enclosed.

Please have Mr. Nyberg sign both copies before two witnesses and return them to this office. It is also necessary that we be furnished with a letter from the bonding company consenting to such assignment before we can honor it. A letter from Mr. Will A. Kommers, Manager of the Old National Insurance Agency, Inc., Spokane, similar to the one of January 4, 1933 directed to Collateral Department, Spokane & Eastern Trust Co., will be satisfactory, except that we must also have the endorsement of Mr. C. O. Price, Manager of the Oregon Branch of the U. S. Fidelity & Guaranty Company whose name appears as attorney in fact and resident agent on the bond on file in our office. I might explain that Mr. Kommers' name does not appear on the bond which is the reason why it is necessary to have Mr. Price endorse Mr. Kommers' letter. I might add, that we are today asking Mr. Price to endorse Mr. Kommers' letter of the fourth instant consenting to the assignment of semi-final estimate #8. As soon as we receive such consent, the warrant will be delivered to you in conformance with the provisions of the assignment.

I regret very much that delay has been caused in delivering our warrant for estimate #8 to you. I assure you that the payment will be expedited as much as possible.

Very truly yours

Secretary

HBG:AJ

cc Mr. Carl Smith

January 20, 1933

Mr. C. O. Price, Manager
U. S. Fidelity & Guaranty Co.
Porter Building
Portland, Oregon

Dear Mr. Price:

I enclose a copy of a letter from Old National Insurance Agency, Inc., of Spokane, signed by Mr. Will A. Kommers, Manager, consenting to the assignment by Carl Nyberg to the Spokane & Eastern Trust Company, Spokane, of semi-final estimate #8 in connection with Mr. Nyberg's contract for the construction of the Durkee-Gales Section of the Old Oregon Trail in Baker County.

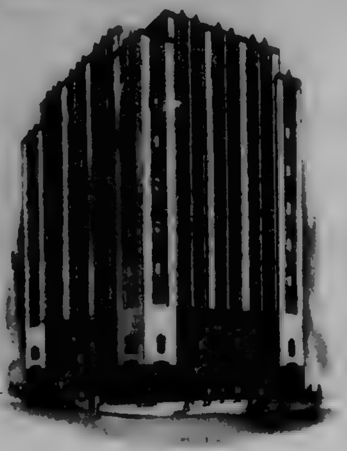
The said estimate #8 is in the sum of $6,801.10, which we are now ready to pay but, before releasing the warrant, we would like to have your consent to this assignment since your name appears on the bond as attorney-in-fact and as resident agent, whereas Mr. Kommers' name does not appear.

It will suffice if you will simply signify your consent to this assignment on the enclosed copy of Mr. Kommers' letter and return it to this office. An additional copy of Mr. Kommer's letter is enclosed for your files.

Very trulyyours

Secretary

MBG:AJ



SPOKANE AND EASTERN TRUST COMPANY

SPOKANE, WASHINGTON

S. A. KIMBROUGH
VICE PRESIDENT

RECEIVED
JAN 19 1933
OREGON
[illegible] COMMISSION

January 18, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

Referring to your letter of January 9, relative to assignment of moneys due and to become due to Carl Nyberg in connection with contract No. 1338, Mr. Nyberg has signed the assignment of claim which we enclose in duplicate, and we shall appreciate your assistance by seeing that this is filed with the proper officials and warrants mailed to us.

In the event only one assignment is necessary, we are wondering if it would not be possible to hold the other assignment of claim to attach to any future amounts due Mr. Nyberg. It is his intention to assign all the moneys either due or to become due, to us, and to forward the warrants to us; and we know you will be glad to cooperate in carrying out his requests in this matter.

Sincerely,

S A Kimbrough
Vice President.

SAK:PT

AFFILIATED WITH NORTHWEST BANCORPORATION

1M—4-29.

STATE [illegible]REGON—HIGHWAY DEPARTM

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Six Thousand Eight Hundred One and 10/100 - - - - -

($6,801.10) Dollars, to me paid, I hereby sell, assign and transfer the within claim for all money due or to become due on Contract 1338 -Estimate 8 Semi Final for material furnished and service rendered on the Durkee -Gales Section on the Old Oregon Trail Highway in Baker County.
to Spokane & Eastern Trust Company, Spokane, Washington and authorize and empower said " " " " " " to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, nor shall this assignment in any manner vest in the assignee any interest in said funds prejudicial to the interest and claims for labor or material.

Witness my hand this 18 day of January, 1933.

Executed in the presence of us as witnesses:

Edward V Jones

P.M. Blake

Carl Nyberg

---

which may become due on the contract, I would say that I have written up the form in question and am herewith forwarding three copies, with the request that one copy, properly witnessed, be sent back to the Salem office for permanent record. Please note that under the wording of this form it will mean that the same forms, made up for the individual voucher, will be placed on each voucher written for Mr. Nyberg on this contract in the future and these, of course, must also be signed by him before witnesses in the same manner as the present form, this being a requirement of the Secretary of State's office, the present form being merely to make certain of the assignment being on file and being honored.

Yours respectfully,

R. H. BALDOCK,
State Highway Engineer.

By Carl F Smith
Auditor.

CFS L
✓cc H. B. Glaisyer
Office.

--4-29.

STATE [illegible] REGON—HIGHWAY DEPARTM[illegible]

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Six Thousand Eight Hundred One and 10/100 - - - - -

($6,801.10) Dollars, to me paid, I hereby sell, assign and transfer the within claim for all money due or to become due on Contract 1338 -Estimate 8 Semi Final for material furnished and service rendered on the Durkee -Gales Section on the Old Oregon Trail Highway in Baker County.

to Spokane & Eastern Trust Company, Spokane, Washington and authorize and empower said " " " " " " to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, nor shall this assignment in any manner vest in the assignee any interest in said funds prejudicial to the interest and claims for labor or material.

Witness my hand this 18th day of January, 1933.

Executed in the presence of us as witnesses:

Edwin N Jones

P. M. Blake

Carl Nyberg

---

on the contract, I would say that I have written up the form in question and am herewith forwarding three copies, with the request that one copy, properly witnessed, be sent back to the Salem office for permanent record. Please note that under the wording of this form it will mean that the same forms, made up for the individual voucher, will be placed on each voucher written for Mr. Nyberg on this contract in the future and these, of course, must also be signed by him before witnesses in the same manner as the present form, this being a requirement of the Secretary of State's office, the present form being merely to make certain of the assignment being on file and being honored.

Yours respectfully,

R. H. BALDOCK,
State Highway Engineer.

By Carl F. Smith
Auditor.

CFS L
✓ cc H. B. Glaisyer
Office.

#1338

169 b

FORM 5-A-1 5883 5M 6-32

COMMISSIONERS
~~LESLIE M.~~ SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

January 9, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Spokane & Eastern Trust Company
Spokane, Wn.

Gentlemen:

In reply to your request of Jan. 5th, I would say that the semi final estimate on Carl Nyberg's contract, No. 1338, has been passed to the Commission with the proper assignment in your favor.

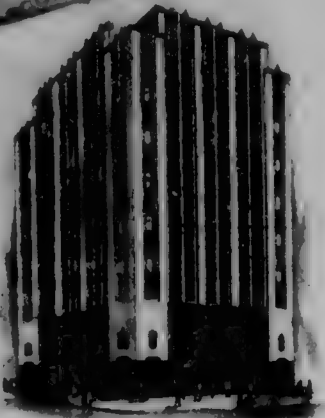
Pursuant to your request that we send the proper forms for an additional assignment of the remaining amount which may become due on the contract, I would say that I have written up the form in question and am herewith forwarding three copies, with the request that one copy, properly witnessed, be sent back to the Salem office for permanent record. Please note that under the wording of this form it will mean that the same forms, made up for the individual voucher, will be placed on each voucher written for Mr. Nyberg on this contract in the future and these, of course, must also be signed by him before witnesses in the same manner as the present form, this being a requirement of the Secretary of State's office, the present form being merely to make certain of the assignment being on file and being honored.

Yours respectfully,

R. H. BALDOCK,
State Highway Engineer.

By Carl F Smith
Auditor.

CFS L
cc H. B. Glaisyer
Office.



SPOKANE AND EASTERN TRUST COMPANY

SPOKANE, WASHINGTON

S. A. KIMBROUGH
VICE PRESIDENT

January 5, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Complying with instructions in your letter of December 25, we have secured assignment of claim of Mr. Carl Nyberg covering the estimate No. 8 Semi-Final, for services rendered on the Durkee-Gales Section on the Old Oregon Trail Highway in Baker County, in the amount of $6.801.10, which we are enclosing herewith.

We have also secured from the bonding company a letter consenting to this assignment, signed by Mr. W. A. Kommers, Manager of the Old National Insurance Agency, of this city.

We trust these will meet with your requirements, and that you will be able to forward the warrant to us when it is ready for delivery.

We shall appreciate your forwarding such additional assignments as may be necessary for signature of Mr. Nyberg in order that he may assign to us any and all other estimates included in his final estimate on this job, with such instructions as you may require in accepting this assignment.

Sincerely,

S A Kimbrough
Vice President.

SAK:PT
Enc

[illegible]

AFFILIATED WITH NORTHWEST BANCORPORATION

NOTED
1-[illegible]-33
CARL F. SMITH

OR 169-b

January 7, 1933

Mr. W. C. Williams
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Herewith copy of a letter from Carl Nyberg, relative to a claim that he has presented, which is self-explanatory. Please give me in detail your opinion of this claim and especially with relation to the line changes that he mentions.

In this connection please furnish maps and profiles of the changes and your observation as to the way they affected the character of the work.

Very truly yours

State Highway Engineer

RHB:WI

cc H. G. Smith

CARL NYBERG
GENERAL CONTRACTOR

507 Realty Building
Spokane,Wash. Jan, 5th 1933.

Mr R.H.Baldock
State Highway Engineer
Salem,Oregon.

Dear Sir;

On the Durkee-Gales Contract # 1338 which I recently completed there was a major grade change,and also several line changes that made the job cost $12.000.00 more than it would have done if the road had been built according to the original plans,on which I figured my costs when I submitted the bid.The line changes that were made below Nelson,s Point towards the east end of the project were all in solid rock or material that had to be blasted,and the cost per yard on all of that work was considerable than ordinary, oweing to the rail-road and traffic hazard,from Nelson,s Point west the grade line was lowered nine inches which decreased the common excavation quantities 16.000 cubic yards,this was the only part of the work I could possibly make anything on,and farther more from Nelson,s Point to the west end of the project,as mentioned above ~~there~~ there was originally on the plans aproximately 47.000 cubic yards of Drag Line casting work,this also was eliminated to the extent of 12.000 cubic yards which also made more expensive finishing, for thirty stations on the extreme west end there were on the original profile,grade,and in the center after the salvage was taken off there was a small fill on the shoulders and wideing,after the grade change was made it placed the road down in the old road-bed which made a shallow cut over the entire old road-bed. I feel oweing to these conditions that I am entitled to compensation to partly reimburse me for the loss that was made through no fault of mine.

Under my bid I fully realize that I have no claim for increase or decrease of Solid Rock quantities,but I do believe that I have a claim on the grade change and changing the character of the work from Nelson Point west,as I have stated before there was about 35.000 cubic yards of drag-line work taken away and 16.000 cubic yards of earth excavation,now as I shipped a drag-line in for this work and was to some expense in connection with same,the profit I should have made over,shovel excavation and hauling, should have been twelve cents per yard which amounts to $4.200.00,and basing my common price at twenty cents per yard on the excavation of 16.000 cubic yards which was elimnated against thirty four cents per yard, making a loss of fourteen cents per yard which amounts to $2.260.00 this would make my claim $6.460.00.

Mr Baldock I am putting these figures before you that you may see my losses and how they came about I am going to trust to your fairness,and your judgement and hope you can see your way clear to help me in this matter.

Yours very truly
Carl Nyberg
By ------

CN/s

#1338

169 b

FORM 6-A-1 6663 5M 6-28

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

December 28, 1932.

Spokane & Eastern Trust Company
Spokane, Wn.

Gentlemen:

I am in receipt of your letter transmitting an assignment in your favor givenby Carl Nyberg, contractor, for retained percentage on all money due for work done on the Durkee-Gales Section on the Old Oregon Trail Highway, Contract 1338.

The assignment attached does not clearly indicate whether or not it is Mr. Nyberg's intention to assign future payments or only the exact amount of money now due on the contract and I would ask that in case future payments are to be assigned that a corrected assignment be submitted specifying clearly that it covers all money now due or to become due. Also, the written consent of the surety company on the contract must accompany the assignment before it can be honored in any event.

For your convenience, I am submitting our regular assignment of claim form made out for $8,801.10 covering the current estimate now passing through for payment and this should be executed before two witnesses and be accompanied by the written consent of the surety company.

In the absence of the secretary I would say that it is understood that these requests and instructions are being sent subject to any prior rights of possible claimants against the contractor and subject to the usual terms of the contract.

Yours respectfully

R. H. BALDOCK
State Highway Engineer.

By Carl F. Smith
Auditor.

CFS L
✓ cc H. B. Glaisyer
Office.

FORM 5-M-1 3979 5M 10-28

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

169b

December 19, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

RECEIVED
DEC 20 1932

Attention: Mr. H. B. Smith

Dear Sir:

I am enclosing extra work orders No. 2 and 3 on the Durkee-Gales Section of the Old Oregon Trail in Baker County.

Work Order No. 2 covers the removal of the Western Union line between stations 1486 and 1496, and the construction of a temporary line to be used during the course of construction. The temporary line was replaced by a permanent line later constructed by the Western Union.

Work Order No. 3 covers the clearing of stock pile sites, which work is to be done as extra work as provided for in the contract.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
Encls.

cc R. H. Baldock. ✓

NOTED
State Highway Engineer

RECEIVED
NOV 15 1932

Form 331—4M—10-32

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

Federal Aid Emergency Project

For Week Ending Nov 12, 1932

Section Durkee-Gales

Kind of work Grading

Highway Old Oregon Trail

Section prefix I.P.N. 169-b

Contractor Carl Nyberg

Contract number 1338

Date of contract April 7, 1932

Date of completion October 31, 1932

Date work started April 23, 1932

Estimated date of completion Nov 25, 1932

Amount of contract $9952/00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $99,000

Per cent of contract completed, based on total contract price 92%

Engineering costs to date $5359/38, 6%. Date project was completed , 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, changes in personnel of party, etc.:

The contractor finished his excavating this week and has all gravel topping placed on the road. The blading of topping will take three or four days work before the oil surfacing material can be placed. About 1 1/4 miles of oil salvage is yet to be placed.

An average of 30 men worked this week.

RECEIVED
NOV 15 1932
OFFICE OF
CONSTRUCTION ENGINEER

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.3				
Miles partially completed					
Miles completed	6.3				
Total estimated quantities	184,000				
Estimated quantities moved or placed to date Total →	163,800				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	2				
Hours per shift	5				
Average force on project for week	30				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	.... COUNTY	.... COUNTY	.... COUNTY	.... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power Graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers 1, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Rain		
Tuesday	"		
Wednesday	Fair		
Thursday	Clear		
Friday	Cloudy		
Saturday	"		

#1338

OR-169b

RECEIVED
NOV 14 1932
OREGON
STATE HIGHWAY COMMISSION

CARL NYBERG
GENERAL CONTRACTOR

507 Realty Building
Spokane,Wash. Nov, 11th 1932.

Oregon State Highway Commission.
Salem,Oregon.

Attention of H.B.Glaisyer.

Dear Sir;

I am in receipt of your letter of the 9th inst relative to an extension of time on Contract # 1338 Durkee-Gales Section of the Old Oregon Trail in Baker County.

In answer will refer you to your letter dated Nov, 2sd 1932 in which you stated you had received from the United States Fidelity & Guaranty Company their consent to an extension of time to December 1st 1932.

The formal application to accompany the consent of surety was received by you in my letter dated October 24th which you have acknowledged.

Hoping this will adjust the matter so it may be presented to the Highway Commission.

I remain;

Yours very truly

Carl Nyberg

CN/s

By

MAN, Portland
OURNE, Eugene
RICH, Pendleton

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION

Office of W. C. WILLIAMS, Division Engineer
LA GRANDE, OREGON

November 10, 1932.

In Reply Please
Refer to File No.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. B. Glaisyer

Dear Sir:

With reference to application of Carl Nyberg for an extension of time on his contract No. 1338, I am enclosing a copy of a letter addressed to your attention under date of November 4th, in regard to his application.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
Encl.

RECEIVED
NOV 1[illegible] 1932
STATE HIGHWAY COMMISSION
OREGON

, CHAIRMAN, PORTLAND
CH, PENDLETON
G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

November 4, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

COPY

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. B. Glaisyer

Dear Sir:

With reference to application of Carl Nyberg for a thirty (30) day extension of time on contract No. 1338, Durkee-Gales Section of the Old Oregon Trail in Baker County.

Some inconvenience has been caused the traveling public due to the extra month's time in completing the work, and a slight additional engineering expense has been incurred. However, Mr. Nyberg has been required to do additional work not called for at the time the contract was awarded. This work was in the nature of additional yardage in railroad encroachments and it was necessary to proceed with the conduct of this work in a very cautious manner in order that no damage be done to the tracks of the O.W.R.& N. Co.. Mr. Nyberg has made as good progress on this work as could reasonably be expected and has conducted his work in a manner highly satisfactory both to the Highway Department and the O.W.R.& N.Co.

It is therefore my recommendation that he be granted a thirty-day extension of time without penalty.

Very truly yours,

WCW:OW

Division Engineer.

#1338

Nov. 8, 1932

Mr. Carl Nyberg
507 Realty Building
Spokane, Washington

Dear Sir:

On October 25th we acknowledged receipt of your letter of October 24th in which you requested an extension of time on your contract #1338, Durkee-Gales Section of the Old Oregon Trail in Baker County. At that time we requested that you furnish us with the written consent of your surety on the bond to accompany your application for extension of time. To date we have not received this consent of the surety and ask that you kindly furnish us with this at your early convenience.

Yours very truly
STATE HIGHWAY COMMISSION

JM:MC

Secretary

Nov. 9, 1932

Mr. W. C. Williams
Division Engineer
La Grande, Oregon

Dear Sir:

Please find inclosed a copy of a letter from Carl Nyberg in which an extension of time is requested on his contract No. 1538, Durkee-Gales Section of the Old Oregon Trail.

Please advise us your recommendations in this matter.

Yours very truly
STATE HIGHWAY COMMISSION

JM:MC
incl.

Secretary

#1338

October 25, 1932

Mr. Carl Nyberg
507 Realty Building
[redacted]d, Oregon

Dear Sir:

Receipt is acknowledged of your letter of October 24, in which you ask for an extension of time on Highway Contract No. 1338, awarded to you for the grading of the Durkee-Gales Section of the Old Oregon Trail in Baker County.

Before your request can be presented to the State Highway Commission, we will have to have the approval of the surety company which wrote your bond. This must be in writing.

We shall be glad to call the matter to the attention of the Commission when we receive the consent of the surety.

Very truly yours,

Secretary

AJ

#1338

November 2, 1932.

Mr. Carl Nyberg,
807 Realty Bldg.,
Spokane, Washington.

Dear Sir:

Please be advised that we have received from the United States Fidelity & Guaranty Company their consent to an extension of time to December 1, 1932 on your contract No. 1338 - Durkee-Gales Section of the Old Oregon Trail in Baker County.

Kindly forward us your formal application to accompany the above consent of surety so that the matter may be presented to the Highway Commission.

Very truly yours,
STATE HIGHWAY COMMISSION,
By

Secretary.

J. McF.

cc to W. C. Williams.

#1338

OLD NATIONAL INSURANCE AGENCY
INCORPORATED
OLD NATIONAL BANK BUILDING

Spokane, Washington

WILL A. KOMMERS,
MANAGER

RECEIVED
NOV 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

Nov. 1, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

At the request of Mr. Carl Nyberg, we are enclosing an agreement for the extension of time on his contract for the grading of the Durkee-Gales Section of the Old Oregon Trail in Baker County, Oregon.

We trust you find this in proper form.

Yours very truly,

Geo. E. Frankenfield
Asst. Manager

K:M
Enc
CC

OLD NATIONAL SYSTEM

#1338

WILL A. KOMMERS,
MANAGER

OLD NATIONAL INSURANCE AGENCY

INCORPORATED
OLD NATIONAL BANK BUILDING

Spokane, Washington

Nov. 1, 1932

RECEIVED
NOV 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

At the request of Mr. Carl Nyberg, we are enclosing an agreement for the extension of time on his contract for the grading of the Durkee-Gales Section of the Old Oregon Trail in Baker County, Oregon.

We trust you find this in proper form.

Yours very truly,

Geo. E. Frankenfield
Asst. Manager

K:M
Enc
CC

OLD NATIONAL SYSTEM

FORM 6-H-1 5294 500 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

c. R. 169b

RECEIVED
OCT 18 1932
OREGON
STATE HIGHWAY COMMISSION
IN REPLY PLEASE REFER TO FILE NO.

October 17, 1932.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. ~~H.~~ G. Smith

Dear Sir:

I am enclosing extra work order No. 1 on the Durkee-Gales Grading Project, which work order covers the replacing of Western Union telegraph poles, wire, anchors and braces.

This work was required in order to place the lines in proper final position with reference to the new highway, and was not caused by the necessity of moving the poles to facilitate the contractor's operations.

Very truly yours,

WCWilliams

Division Engineer.

WCW:OW
Encl.

cc R. H. Baldock.

NOTED
State Highway Engineer

FORM 5-A-1 4750 5000 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

169b

OREGON STATE HIGHWAY COMMISSION

SALEM

September 6, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

NOTED
State Highway Engineer

Dear Sir:

Relative to order for State Force Work on the Durkee-Gales Section in the amount of $5,000.00, I beg to advise that this amount for sprinkling does not seem to have been included within the original budget and suggest that you give careful consideration to the practicability of getting along without this amount

There is absolutely no money available except that budgeted for these jobs and I know of no place where this money can be secured as many of the jobs are overrunning a slight amount with no material gains on any of the jobs.

Will you advise further concerning the absolute necessity for this order.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

FORM 5-H-1 5235 500 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

119 B

August 31, 1932.

RECEIVED
SEP 1 - 1932
IN REPLY PLEASE REFER TO FILE NO.
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I am submitting for your approval two orders for State force work on the Durkee-Gales Section of the Old Oregon Trail in Baker County.

One order is for sprinkling work which was necessary in order to compact the salvaged surfacing materials which were placed on the gravel topping as a temporary surfacing pending the construction of the bituminous macadam. The other order is for prospecting for surfacing materials.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
Encls.

cc R. H. Baldock.

NOTED
State Highway Engineer

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE NO. Ore.F.A.P. 169-B

August 12, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
AUG 13 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer.

Encl.

Appr 12508

Form P. R. 2
State Oregon
Project No. 169, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

RECEIVED
AUG 15 1932
OREGON
STATE HIGHWAY COMMISSION

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—8618

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of July, 1932 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 16th day of April, 1931, a project statement, which was approved by the Secretary on the 6th day of May, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 5th day of April 1932, and approved by the Secretary on the 2nd day of August, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty-four thousand, one hundred ninety-two and 57/100 dollars ($34,192.57) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count .... of ....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ....
(State how placed under direct control of Highway Department)

*(c) ....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 1411+50 at the southeasterly end of Oregon Federal Aid Project No. 66 near the south line of Sec. 2, T.12 S., R.43 E., W.M., and survey station 1536+50 in the east ½ of Sec. 13, T.12 S., R.43 E., W.M.,

terminal points, a distance of 2.375 miles, known locally as the Nelson-Gales Section of the Old Oregon Trail between LaGrande and Ontario, Baker County, being Oregon Federal Aid Project No. 169, Section B.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, within one year after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project, additional surfacing of a dustless and durable type adequate to meet present and future traffic needs and conditions thereon.

(c) Final payment of Federal funds shall not be made on said project until rights-of-way satisfactory to the Secretary of Agriculture have been obtained for those portions of said project which encroach upon the right-of-way of the O.W.R.R. & N. Co.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of thirty-four thousand, one hundred ninety-two and 57/100 dollars ($34,192.57), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fifty-four thousand, nine hundred forty-five and 49/100 dollars ($54,945.49), the approved total estimated cost of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....~~

~~..~~
~~(Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ....~~
~~(Name)~~

~~(Strike out if not appropriate.)~~

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**
(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Chap. 41, Laws of 1927.**
(Include reference to statute authorizing funds and probable amount annually available)

....

....

....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

~~*(a) By the ...., upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ....~~

~~(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)~~

STRICKEN OUT

~~*(b) By the ...., upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ....~~

~~(Include reference to statute authorizing funds and probable amount annually available)~~

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ....

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 2nd day of August, 1932

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By L M Scott
Chairman, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission
(Title of officer)

[SEAL]

By C J Washburn
Member, State Highway Commission
(Title of officer)

By ....
(Title of officer)

By ....
(Title of officer)

[SEAL]

CWB R. W. Dunlap
Acting *Secretary of Agriculture.*

9

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the~~

STRICKEN

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 169, Section B, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $54,945.49 as the total estimated cost of said project, and the sum of $34,192.57 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 2nd day of August one thousand nine hundred and Thirty-two

R. W. Dunlap
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—4820

PR
469B

June 30, 1932.

Mr. W. C. Williams,
Highway Division Engineer,
La Grande, Oregon.

Dear Sir:

In a telephone conversation with Mr. Sam Murray, Chief Engineer of the O. W. R. & N. Company, relative to the delay of train No. 8, caused by blasting operations on the Durkee-Gales Section, Mr. Murray indicated very emphatically that no more rock is to be allowed to come upon their railway track.

Mr. Murray pointed out that this train, No. 8, is their high speed train from the East, and that its time is checked over the route minute by minute, and that even the slightest delay must be accounted for to the officials in New York. He states that even though the contractor has been careful in his blasting operations, that the occurrence yesterday indicates that more care should be exercised.

This should be called to the attention of the contractor, and he should be instructed to exercise greater caution with a view to the absolute prevention of a recurrence of a condition similar to that which occurred yesterday.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
cc H. J. Miller, Huntington, Ore.
cc Mr. S. Murray, Portland, Ore.
cc Mr. H. G. Smith, Office.

June 30, 1932.

Mr. H. J. Miller,
Highway Resident Engineer,
Huntington, Oregon.

Dear Sir:

Reference is made to the monthly estimates for the regrading work on the Durkee-Gales Section which involves two Federal Aid Projects, Nos. 66 and 169-B.

For the reason that it is necessary for this office to submit to the Bureau of Public Roads separate vouchers for the work done on each of the above projects, it will be necessary that the quantities of work done on each project must be shown separately on the monthly estimates. This information may be set forth in the estimate by showing by a sub-total the quantities of work done on each project.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

cc W. J. Williams,
La Grande, Oregon.

1338
OR 37
PR 169 B

June 21, 1932

U. S. Fidelity & Guaranty Company,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

We enclose herein duly executed copy of agreement, dated May 20, 1932, by and between the State Highway Commission and Carl Nyberg, relative to additional work that is to be done in connection with State Highway Contract No. 1338, which was awarded to him for the grading of the Durkee-Gales Section of the Old Oregon Trail in Baker County.

This copy is mailed you as you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Letter from residents of Durkee protesting against the action of Carl Nyberg, highway contractor, in employing outside help in connection with his contract work

Also ask that Commission award contracts to Oregon contractors

~~[illegible]~~

[illegible]

Durkee, Oregon
May 9, 1932

OR 169b

tention to some conditions

r of Spokane, Washington,
was awarded the grading of [illegible] on on the Old Oregon Trail.

We have asked Mr. Nyberg for employment and many others have done likewise, only to be turned away by being told he had no work. May we ask that local help be given consideration? Mr. Nyberg has about sixty men working for him. Out of this number fifty, or thereabouts, are from Spokane, Washington and Naples, Idaho where Mr. Nyberg has another contract under construction. Five are from the eastern part of Washington, two from various parts of the state of Oregon, and three are local boys. Some are foreigners and not even citizens of the United States.

We are told that this is permissable in his contract as he is allowed to bring skilled labor such as truck drivers, caterpillar drivers, grade men and dump men. But Mr. Devers, we have all this skilled help in Oregon.

We wish during these unemployed conditions you would discourage awarding contracts ot out of State contractors. Also we ask your office to give serious consideration to appoint a man to investigate the conditions of employment that exist amoung the highway contractors camp such as where a man with his famly is living in the vicinity of the contract , receiveing $2.40 per day is required to board in camp and pay from $1.00 to $1.20 a day for board.

We hope that you will give this your most valueable consideration.

Yours very truly

R. S. Gray.
H. J. [illegible]
H. K. Ward
H. C. [illegible]

Copies to Commission & [illegible]
5-10-32

PR 169b

Durkee, Oregon
May 9, 1932

Mr. J. M. Devers
Attorney Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We, the undersigned wish to call your attention to some conditions that exist here.

On April 7, 1932, Carl Nyberg, Contractor of Spokane, Washington, was awarded the grading of Durkee-Gales section on the Old Oregon Trail.

We have asked Mr. Nyberg for employment and many others have done likewise, only to be turned away by being told he had not work. May we ask that local help be given consideration? Mr. Nyberg has about sixty men working for him. Out of this number fifty, or thereabouts, are from Spokane, Washington and Naples, Idaho where Mr. Nyberg has another contract under construction. Five are from the eastern part of Washington, two from various parts of the state of Oregon., and three are local boys. Some are foreigners and not even citizens of the United States.

We are told that this is permissable in his contract as he is allowed to bring skilled labor such as truck drivers, caterpillar drivers, grade men and dump men. But Mr. Devers, we have all this skilled help in Oregon.

We wish during these unemployed conditions you would discourage awarding contracts ot out of State contractors. Also we ask your office to give serious consideration to appoint a man to investigate the conditions of employment that exist amoung the highway contractors camp such as where a man with his family is living in the vicinity of the contract , receiveing $2.40 per day is required to board in camp and pay from $1.00 to $1.20 a day for board.

We hope that you will give this your most valueable consideration.

Yours very truly

R. S. Gray.
H. J. Bryant
H. K. Ward
H. C. Moorkhouse.

Copies to Commission & [illegible]
5-12-32

May 12, 1932

Mr. James J. Hosey,
Durkee, Oregon.

Dear Sir:

I acknowledge receipt of the communication over the signatures of yourself and six others, and in making reply to you alone, I do so with the understanding that you will communicate the contents of this reply to the others interested.

Your letter will be brought to the attention of the Highway Commission at its next meeting to be held in Portland the 18th of this month, and I can assure you that if anything the Commission can do will bring equitable relief the Commission will gladly act in the premises.

It is the plan and purpose of the Highway Commission, in so far as practicable, consistent of course with the principle of the law governing the conduct of the Highway Commission, to see Oregon citizens share to the fullest extent in the results of highway construction, and the Commission will to that end expect the contractors from neighboring states to cooperate in every way possible.

Yours very truly

J. M. DEVERS

JMD:PW

Copies to Commissioner [illegible]
5-13-32

May 24, 1932

Mr. R. E. Jones,
2515 Court St.,
Baker, Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of three bridges on the Durkee Gales Section of the Old Oregon Trail in Baker County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

May 24, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement, covering the Nelson-Gales Section, Project No. 169-B.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER,

encl.

Oregon State Highway Department Project 169-B.

NELSON-GALES SECTION OF THE
OLD OREGON TRAIL IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 21, 1932.

All Required		Clearing and Grubbing		$ 382.45
29,000	cu. yds.	Common Excavation	$ .34	9,860.00
77,200	cu. yds.	Solid Rock Excavation	.34	26,248.00
168,000	yd. stas.	Overhaul	.005	840.00
11,000	yd. mi.	Truck Haul	.10	1,100.00
16,000	cu. yds.	Gravel Topping	.29	4,640.00
21,000	yd. mi.	Hauling Gravel Topping	.10	2,100.00
3,400	cu. yds.	Salvaging Surfacing Materials	.40	1,360.00
3,400	cu. yds.	Handling Salv. Surf. Matls. thru Stockpile	.30	1,020.00
3,400	yd. mi.	Hauling Salv. Surf. Matls.	.10	340.00
400	cu. yds.	Riprap	2.00	800.00
310	lin. ft.	Salv. and Reinstall Culvert Pipe	.50	155.00
430	lin. ft.	18-inch Corr. Galv. Iron Pipe	1.50	645.00
200	lin. ft.	24-inch Corr. Galv. Iron Pipe	2.30	460.00
				$49,950.45
		10% Engr. & Cont.		4,995.04
		Total..............		$54,945.49

Length of Project 2.375 miles

Cost per mile $23,134.94

Federal Aid Requested $34,192.57 (62.23%)
State Funds Available 20,752.92

$54,945.49

State funds for const.: [illegible] laws 1917; Chap. 31, laws 1920.

State funds for maint.: Chap. [illegible] laws 1927.

OR 169 t

May 21, 1932

W. C. Williams, Division Engineer
Oregon State Highway Commission
La Grande, Oregon

Dear Sir:

I have had a number of complaints that the detour between Durkee and Nelson on the Old Oregon trail is very rough and dusty and in general bad condition and that there is a lack of proper signs to direct tourists traveling over the detour.

Immediately upon receipt of this letter will you investigate the matter and have the requisite signs placed to the end that tourists may be properly informed.

Yours very truly,

State Highway Engineer.

RHB:jn
c.c. Mr. Roy W. Ritner,
Pendleton, Oregon
c.c. Mr. E. B. Aldrich

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. B. ALDRICH, COMMISSIONER
PENDLETON, OREGON

RECEIVED
MAY 21 1932
OREGON
STATE HIGHWAY COMMISSION

May 19 1932

Mr R H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr Baldock;

Here is a letter that will explain itself. During the day I have heard the same subject discussed by one or two others on the street and suspect the matter needs attention. Tried to call you by phone but did not reach you

Very truly yours

E B Aldrich

Pendleton Chamber of Commerce

PENDLETON, OREGON

Executive Offices:

May 19, 1932

RECEIVED
MAY 21 1932
OREGON
STATE HIGHWAY COMMISSION

Honorable E. B. Aldrich
State Highway Commissioner
Pendleton, Oregon

Dear Mr. Aldrich:

Mr. Fred C. Hart - 1606 X Avenue, La Grande - an employee of the Oregon State Motor Association, called at the branch office of the association here in Pendleton yesterday and complained regarding the detour between Durkee and Nelson on the Old Oregon Trail. His complaint was that the detour was very rough and not properly marked, and that some of the men in the employ of the contractor in charge of the work were discourteous to tourists traveling over the detour, refusing to aid some who were in difficulty on account of the bad condition of the detour.

Mrs. Benson, in charge of the local office, checked up on this matter with tourists coming over the Old Oregon Trail and substantiated the complaint made by Mr. Hart regarding the bad condition of the detour and the lack of proper signs, but stated that they had not encountered any discourteous treatment on the account of the contractor or the employees.

We would appreciate your taking this matter up with the State Engineer with the view of bettering conditions on this detour.

Yours very truly,

Roy W Ritner

RWR:MH

ROY W. RITNER
Executive Secretary

Durkee - Giles
P.R. #

PR 169B

May 11, 1932.

Mr. Sam Murray,
Chief Engineer
O. W. R. & N. Company,
Portland, Oregon.

Dear Sir: Attention: Mr. Roberts

Reference is made to your letter of April 5th, relative to the proposed highway encroachments between Nelson and Weatherby in the Burnt River Canyon.

We are under the impression that our Construction Engineer, Mr. H. G. Smith, has communicated with you either orally, or by letter, relative to the matters mentioned in your letter, although we do not find any copies of correspondence in our files. In any event, we can say that the changes in alignment which you suggest will be made and that Mr. Smith, several weeks ago, instructed the resident engineer in charge of the work to run in the line changes and to submit revised encroachment maps and profiles. These maps and profiles should be coming in very shortly, and, as soon as they are received, copies will be forwarded to you.

Inasmuch as it will be several weeks before the encroachment agreements can be prepared and executed, we are wondering if it would not be possible to make some arrangements whereby we can proceed at once with construction operations. If you can authorize such an arrangement, it will greatly expedite the work of our contractor, and may enable us to avoid some difficulties with him.

If you are experiencing any difficulty in securing the usual agreement and bond with the contractor, please let us know and we will endeavor to secure some action.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
cc H. G. Smith

May 11, 1932.

Mr. Sam Murray,
Chief Engineer,
O. W. R. & N. Company,
Portland, Oregon.

Dear Sir: **Attention: Mr. Roberts**

In compliance with your request by telephone, we are sending to you herewith a copy of the proposal and special provisions relating to the grading of the Durkee-Gales Section of the Old Oregon Trail, which section parallels your railway line in the Burnt River Canyon.

The contract for this work has been awarded to Mr. Carl Nyberg, 507 Realty Building, Spokane, Washington. Mr. Nyberg has executed this contract as an individual.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

cc H. G. Smith

J. E. McGovern M. B. McGovern

J. E. McGOVERN COMPANY

Complete **INSURANCE** *Service*

EXECUTIVE OFFICE: PEYTON BUILDING

Spokane, Washington

1K169 B

Durkee-Gales PR #

May 11th, 1932.

RECEIVED
MAY 12 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

RE: CONTRACT NO.1338,
CARL NYBERG, CONTRACTOR.
OLD OREGON TRAIL HIGHWAY, BAKER COUNTY,
DURKEE-GALES SECTION, GRADING.

On April 7, 1932, Carl Nyberg, a Spokane contractor, entered into a contract with the State of Oregon covering the above work. A part of the work lies along and close to the tracks of the Oregon-Washington Railroad & Navigation Company, and the form provided by you enclosed a contract to be entered into between the Contractor and the O W R R & N Co., and the Western Union Telegraph Company.

Your contract also provides that the Contractor shall furnish a bond in the sum of $20,000.00 in favor of the O.W.R.R.& N and Western Union guaranteeing the provisions of the contract between the Contractor and the last two above named companies. This office has executed that bond through the Globe Indemnity Company for which company we have a general agency and it has been countersigned by Harry L. Raffety of Portland, Oregon, a resident agent.

The contract has not as yet been signed by the Railroad Company nor the Western Union Telegraph Company and we are to-day forwarding it to Portland for signature. The bond is also being forwarded for approval, and as soon as that approval is received and the contract returned to this office with the signature attached of the Railroad Company and the Telegraph Company, copies will be forwarded to your office to be filed with the contract between Mr. Nyberg and the State of Oregon.

Yours very truly,

J. E. McGovern Company,

by JEMcGovern

Srs

PR1696

May 7, 1932

Union Oil Company of California,
Yeon Building,
Portland, Oregon.

Attention of Mr. G. E. Schattner, District Manager

Gentlemen:

We are pleased to give you herewith the data concerning the Carl Nyberg contract, requested in your letter of May 6:

On April 7 the State Highway Commission awarded to Carl Nyberg State Highway Contract No. 1358 for the grading of the Durkee-Gales Section of the Old Oregon Trail in Baker County.

The amount of the job is $66,527.00, and a surety bond, in like amount, was furnished by the contractor for the protection of all claims that may be incurred against the project. This bond was written by United States Fidelity & Guaranty Company, for whom C. O. Price is resident agent, with offices in the Porter Building, Portland, Oregon.

The contract shows that the completion date is October 31, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

602-621 YEON BUILDING
Portland, Oregon

May 6, 1932.

RECEIVED
MAY 7 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Department,
Salem, Oregon.

Gentlemen: RE: CARL NYBERG
Bonded Job

We have been advised that Carl Nyberg of Spokane, Wn., has been awarded a bonded job working on highway near the town of Baker, Oregon. We are contemplating making deliveries to Mr. Nyberg of petroleum products to he used on this particular contract and desire the following information.

Kindly forward us a complete description of the job, job number, the amount of the job together with the approximate date of completion. We would also like to know the name of the bonding company together with the local agent's name and address and also the amount of the bond.

For your convenience in replying and inclosing this data you will find attached a self-addressed stamped envelope. Thanking you in advance we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

G. W. Schattner

District Manager.

LC:R

PR 169 b

May 6, 1932

Will A. Kommers, Manager
Old National Insurance Agency
Old National Bank Building
Spokane, Washington

Dear Sir:

Reply is made to your letter of May 4 concerning the certified check submitted by Mr. Carl Nyberg in connection with his bid for the construction of the Durkee-Gales Section of the Old Oregon Trail in Baker County.

I find, upon investigation, this check was returned to Mr. Nyberg on May 4. There was also sent to him at that time an executed copy of the contract covering this work.

It is the practice of the Commission to hold the certified checks of the successful bidders until the contracts have been fully executed and have been approved by the Attorney General. In the above instance the Attorney General's approval was not secured until May 4, and the check was immediately released, as stated above.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:jn

OLD NATIONAL INSURANCE AGENCY

INCORPORATED

OLD NATIONAL BANK BUILDING

Spokane, Washington

WILL A. KOMMERS,
MANAGER

May 4, 1932

State Highway Commission
Salem, Oregon

Gentlemen:

Re: Bond 69588 - Carl Nyberg

The above bond on behalf of Mr. Nyberg for the construction of 6.3 miles of highway roadbed on the Durkee-Gales Section of the Old Oregon Trail in Baker County, was written on April 15, and on being returned to us, was corrected and again forwarded to you on April 21.

We are advised by Mr. Nyberg's office that to date the certified check submitted with his bid has not been returned to them.

Your early advices as to why this check is being held up will be greatly appreciated.

Yours very truly,

Will A. Kommers m
Manager

WAK:M
Enc.

RECEIVED
MAY 5 - 1932
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

OLD NATIONAL SYSTEM

May 4, 1932

Mr. Carl Nyberg
503 Realty Building
Spokane, Washington

Dear Sir:

Herewith for your records and files is an executed copy of Contract No. 1338 recently awarded to you by the State Highway Commission for the grading of the Durkee-Gales Section of the Old Oregon Trail Highway in Baker, County, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

jn
inclosure

RECEIVED

RECEIVED
MAY 4 - 1932
OREGON
STATE HIGHWAY COMMISSION

Form 39—F-21635—5M—5-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date April 30, 1932

Job name [illegible]

Week from April 23 *to* April 30-32

Mail address Box 42 Huntington

Highway [illegible]

Telegraph or telephone address Phone #223

County [illegible] *Job prefix* FPN

Express and freight address Huntington, Ore.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

[illegible] moved [illegible] week and
[illegible] He started excavating
[illegible] with a [illegible] shovel and
a [illegible] also a 60 caterpillar
[illegible] He has moved approximately
[illegible] to date.
[illegible] loads
[illegible]
[illegible] 25 men,
[illegible]
[illegible] has been
[illegible]

RECEIVED
MAY 7 1932
MAINTENANCE ENGINEER

RECEIVED
MAY 4 - 1932
OFFICE OF
CONSTRUCTION ENGINEER

Signed [illegible]

Title Resident Engr.

(See back of this sheet for instructions and detailed information)

GRADING CONSTRUCTION

Total miles of grading in project [illegible]

Miles completed [illegible]

Miles completed except finishing [illegible]

Total cubic yards in project [illegible]

Cubic yards moved to date 8000

Miles covered by contractor's forces 1.5

Miles cross-sectioned 1

Miles cross-sections completed and checked

Miles to be remeasured All

Number men in Engineering Party 6

Contractor's average force for week 5 men,

[illegible] teams, 1 steam shovels

Grading work will be completed about [illegible]

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 1 KN. Percentage 100%
2. 1 PO. Percentage 6
3. .... Percentage ....
4. .... Percentage ....

PK #169b

April 21, 1932.

Mr. W. G. Williams,
Highway Division Engineer,
La Grande, Oregon.

Dear Sir:

In order to avoid possible future claims for extra compensation in connection with the Nyberg contract for the grading of the Durkee-Gales Section, it is suggested that arrangements be made with Mr. Nyberg in writing whereby he will construct, without extra compensation, the revisions in alignment which have been requested by the O. W. R. & N. Company.

The revisions referred to involve the shifting of the center line of the highway as follows:

Encroachment No. 2 - Sta. 1429 - 8'
1429 plus 50 - 10'
1430 " 25 - 7'

Encroachment No. 3
1453 - 2'
1454 - 11'
1455 - 6'

Encroachment No. 5
1496 - 10'
1499 - 6'
1500 - 5'

Encroachment No. 6
1536 - 8'
1548 - 10'
1549 plus 50 - 5'
1551 plus 50 - 5'
1559 - 6'
1560 plus 50 - 11'
1597 - 8'

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:HR
cc H. G. Smith
Office.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

April 11, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. S. H. Probert,
Office Engineer,
Office.

Dear Sir:

Contract with Nyberg for Durkee-Gales should permit the changes requested by the O. W. R. & N. Co., which will require slight revisions through encroachment No. 2, 3, 5 and 6, which will move the highway from the railroad by the following amounts:

Encroachment No.2- Sta.	1429 - 8'
	1429 plus 50 - 10'
	1430 " 25 - 7'
Encroachment #3	1453 - 2'
	1454 -11'
	1455 - 6'
Encroachment #5	1496 -10'
	1499 - 6'
	1500 - 5'
Encroachment #6	1536 - 8'
	1548 -10'
	1549 plus 50 - 5'
	1551 plus 50 - 5'
	1559 - 6'
	1560 plus 50 -11'
	1597 - 2'

Write to Williams

Yours truly,

H G Smith

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/h

PR 769B

April 14, 1932

Mr. Carl Nyberg,
507 Realty Building,
Spokane, Washington.

Dear Sir:

This letter is to inform you that we have today received notice from the State Industrial Accident Commission that your account with them was closed as of April 30, 1927.

The State Highway Commission awarded you a contract on April 7 for the grading of the Durkee-Gales Section of the Old Oregon Trail Highway in Baker County. It is one of the requirements of the State Highway Commission that successful bidders on state highway work shall accept the provisions of the Oregon Workmen's Compensation Act and that the work be carried on in strict conformance with the terms thereof. The Commission will expect you to do this in connection with the contract for the construction of the Durkee-Gales Section.

You have previously carried on work in Oregon and are, no doubt, familiar with the requirements of the State Industrial Accident Commission. We refer you to that Commission for details.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

April 14, 1932

State Industrial Accident Commission,
Building.

Attention of Mr. Chas. T. Early, Chairman

Gentlemen:

I wish to acknowledge receipt of and to thank you for your letter of the 13th instant, advising us of the status of the bidders who were successful in securing contracts with the State Highway Commission on April 7.

It is noted that Carl Nyberg of Spokane is no longer in good standing with your Commission. I am today informing him that it is one of our requirements that he accept the provisions of the Workmen's Compensation Act, and that we will expect him to carry on his work in strict compliance with the terms thereof.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

1859

STATE INDUSTRIAL ACCIDENT COMMISSION

WORKMEN'S COMPENSATION LAW

SALEM, OREGON

CHAS. T. EARLY
A. R. HUNTER
ARTHUR W. LAWRENCE
COMMISSIONERS

ADDRESS ALL COMMUNICATIONS
TO THE COMMISSION AND
REFER TO FILE HHB 9300

RECEIVED
1932

April 13, 1932

Oregon State Highway Commission
Building

Gentlemen:

Referring to your tabulation of bids received April 7, 1932, will state that all of the successful bidders are of record in this office and of good standing with the commission.

Our account with Carl Nyberg of Spokane, Washington, however, was closed as of April 30, 1927 and to our knowledge he has not operated in Oregon since.

We are this day writing him relative to the requirements of the workmen's compensation act.

Yours truly,

STATE INDUSTRIAL ACCIDENT COMMISSION

Chas T Early

Chas. T. Early
Chairman

BD

ACKNOWLEDGED
H. B. GLAISYER

CONTRACT# 1339,

SEE:

CONTRACT# 1297,

1339 Tin Contract 12/7

CONTRACT#1342,

SEE:

CONTRACT#1255,

2C

1342 SEE: Contract 1255

CONTRACT # 1343,

PR 139-D Hot Lake-Union, Bit. Macadam 1932

#1343

FORM 2-2-1 4970 5M 10-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

1395

December 3, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

As requested in your letter of November 29th, I am enclosing herewith final report showing materials used on the Hotlake-Union Bituminous Macadam Project.

This report was prepared by W. W. Stiffler who finaled out the work after the departure of Tom Opedal.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
Encls.

cc R. H. Baldock.

NOTED
State Highway Engineer

FORM 3-A-1 5555 5M 9-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

139D

November 29, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

NOTED
State Highway Engineer

Dear Sir:

The last material report was for the week ending June 25th for oiling on the Hot Lake-Union Section.

We have not received a final report showing the materials used on the final seal for this section. It is necessary to have this report showing the materials used and the location placed in order that report can be made to the Bureau of Public Roads.

The last report was made out by Mr. Stiffler I believe because all the records on this job had been left with Mr. Stiffler when Mr. Opedal was transferred to work in Western Oregon.

Will you have Mr. Stiffler make out a final report which report should check the quantities as shown on the final estimate. We would like to have this report as soon as possible in order to receive credit from the Bureau.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By HGS
H. G. Smith,
Construction Engineer

Dictated by

Charles E. Low

CC to
R.H. Baldock ✓

#1343
Union Co

139d

September 26, 1932

Hartford Accident & Indemnity Company,
Jewett, Barton & Leavy, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notifeod that State Highway Contract No. 1343 for the construction of the Hot Lake-Union Section of the Old Oregon Trail in Union County, has been completed by the contractor, J. G. Compton, and that final settlement will be made by the State with said contractor for work done under said contract on or after October 5th, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existense of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $20,618/74 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J.

STENCIL NO. 1

RECEIVED
SEP 26 1932
OREGON
COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore. 139-D

Post Office Building
Portland, Oregon.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Ore.

September 23, 1932.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

Appr 9928

Oregon Federal Aid Project No. 139, Section D.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 13, 1931, by the Oregon State Highway Commission, and on June 30, 1931, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 139, Section D; and

WHEREAS, the plans and specifications previously approved for said Section D provided for the construction of 4.92 miles of road surfaced with oil treated crushed rock, in Union County, for which the estimate approved was $40,575.70, and $20,287.85 Federal funds were set aside to the credit of said Section D; and

WHEREAS, the construction of said Section D in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $40,917.20, and voucher in the sum of $20,287.85 has been passed for payment as the share of the Federal Government on said Section D; and

WHEREAS, the said Oregon State Highway Commission now requests a reopening of said Section D and a revision of the plans, specifications and estimate approved therefor to provide for the construction of bituminous macadam surfacing over its entire length, at an estimated cost of $34,145.10; and by reason thereof has requested that the estimate of cost approved for said Section D be increased from the previous actual cost of $40,917.20 to $75,062.30, and that the Federal funds approved and set aside to the credit of said Section D be increased from the previous actual payment of $20,287.85 to $41,536.34;

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission, and the Secretary of Agriculture, that the plans, specifications and estimate approved for said Section D be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of forty-one thousand, five hundred thirty-six and 34/100 dollars ($41,536.34) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added clause (b) to read;

> "(b) By the State, for the additional work involved in the reopening of said project, from Chap. 175, Laws of 1917; Chap. 31, Laws of 1920."

Paragraph (d) of Article III shall be and is hereby stricken out.

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actualy put into the construction

> of said project shall not in any event exceed the sum of forty-one thousand, five hundred thirty-six and 34/100 dollars ($41,536.34) certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seventy-five thousand, sixty-two and 30/100 dollars ($75,062.30), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 12th day of August, 1932, and the Secretary of Agriculture on the 14th day of September, 1932.

OREGON STATE HIGHWAY COMMISSION

By Les Scott
Chairman, State Highway Commission

By
Member, State Highway Commission.

By Washburn
Member, State Highway Commission.

R. W. Dunlap
Acting Secretary of Agriculture.

Oregon Federal Aid Project No. 139, Section D.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 139-D, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $75,062.30 in lieu of the previous actual payment of $20,287.85, as the total estimated cost of said project, and the sum of $41,536.34 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 14th day of September one thousand nine hundred and Thirty-two

R. W. Dunlap
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—4829

[illegible]
[illegible]
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
Office of W. C. WILLIAMS, Division Engineer
LA GRANDE, OREGON

August 20, 1932.

In reply please refer to file no.

Mr. R. W. Sawyer,
Bend, Oregon.

RECEIVED
AUG 22 1932
OREGON
[illegible] COMMISSION

Dear Sir:

Reference is made to your letter of August 4th relative to the inconvenience suffered by your friend A. C. Travis, Jr., during oiling operations between Hot Lake and Union on August 2nd.

Conditions were somewhat out of the ordinary in the construction of this project. Upon the completion of the bituminous macadam riding surface and as stated in the contract, the contractor was confronted with the choise of marking time for thirty days or moving out and returning later before applying the final oil to this pavement. The contractor chose the latter course returning to La Grande August 1st renting State equipment and proceeding on August 2nd to complete his work as quickly as possible in order to eliminate the rental on hired equipment.

Therefore the oil was spread and covered with ½ inch mineral aggregate on the entire five-mile section on August 2nd, but due to a shortage of this size aggregate we were forced to spread the rock slightly under the standard requirements.

Upon an inspection of this project during the forenoon of August 2nd, the reduced amount of cover materials were not inconvenienceing traffic, but I am informed by the Resident Engineer on the project that due to the oil being spread over the five miles in one day and covered with 1/2 inch material, the trucks were not equal to the occasion of adding the required amount of 1/8 inch mineral aggregate or sand.

Therefore, upon complaints being voiced by motorists due to the delay resulting from the operation of the pilot car at a speed of ten miles an hour over sections three or four miles in length, the pilot car driver was allowed to increase his pace to shorten the delay.

NOTE L.

State Highway Engineer

MAN, PORTLAND
NNE, EUGENE
ICH, PENDLETON
W. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. W. Sawyer: -2- 8/30/32.

None of the above mentioned details are standard practice of this Division, but evidently some concessions were granted on this project in order that completion be made in the one day, that of August 2nd.

Thanking you for the interest taken, and assuring you of our hearty cooperation in the future, I am

Very truly yours,

W. C. WILLIAMS,
Division Engineer.

By:
W. W. Stiffler,
Office Engineer.

WWS:CW

cc R. H. Baldock.

Form 39—3165—5M—2-32.

RECEIVED
AUG 8 - 1932
OREGON

EGO TATE HIGHWAY DEPAR ENT

FIELD ENGINEER'S WEEKLY REPORT

Date August 6, 1932

Job name Hot Lake-Union

Week from 7/30 to 8/6

Mail address Box 908, La Grande, Oregon

Highway Old Oregon Trail FR 139 B

Telegraph or telephone address La Grande, Oregon.

County Union Job prefix 31 PK

Express and freight address La Grande, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor's representative at La Grande Shops Monday, August 1st, 7:00 A.M. arranging with V. L. Moffitt, foreman of oiling crew No. 5, for a crew of men and State Highway equipment to be used in applying the 2nd seal on this project.

Thesday, August 2nd, 13000 gallons of heavy cutback asphalt applied and covered with the 1/2"-1/8" aggregate over the entire project.

Wednesday, August 3rd, 1/8"-0 aggregate hauled, spread and rolled.

Thursday, August 4th, two rollers and one motor grader working, rolling and brooming twelve hours, which entirely completes this project.

RECEIVED
AUG 8 - 1932
CONSTRUCTION

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday	Fair	Fair
Monday	"	"
Tuesday	"	" 89°
Wednesday	"	" 94°
Thursday	"	" 94°
Friday	"	"
Saturday	"	"

NOTED
SMITH

Signed

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week 501

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 4.92

Miles paving completed 4.92

Total square yards in project 57,727

Square yards completed to date all

Average daily square yards this week final seal

Miles shoulders completed both sides 4.92

Contractor's average force for week 37 *men,*

.... *teams,* 7 *trucks*

Job will be completed about August 4, 1932.

Number of men in Engineering Party 2

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....

2. .... *Percentage* ....

3. .... *Percentage* ....

4. .... *Percentage* ....

OK 139 D

July 18, 1932

Mr. J. H. Bishop,
Office.

Dear Sir:

Mr. J. C. Compton has never placed a second seal on the Hot Lake-Union Bituminous Macadam Project. His equipment has been moved to a different section of the state and he wishes to rent our equipment, which will be available about August 1.

Please allow him to use this equipment and charge him the standard rent which we charge our own crews.

Very truly yours,

STATE HIGHWAY COMMISSION

By

State Highway Engineer

[illegible]

cc H. G. Smith

RECEIVED
JUL 19 1932
OFFICE OF
CONSTRUCTION ENGINEER

4-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 16, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Mr. J. C. Compton, General Contractor on the Hot Lake-Union Bituminous Macadam Project, has yet to place the second seal. Rather than tie all of his equipment up for ten days or two weeks he preferred to return and do the work later.

He wishes to rent sufficient of our oiling equipment to do the work. This equipment will be available on or about August 1st as oiling crew No. 5 will have completed its season's work by that time. I would see no objection in renting this equipment to Mr. Compton for about 1½ days which is all the time that will be required for his sealing work.

RECEIVED
JUL 19 1932
CONSTRU

Very truly yours,

W C Williams

Division Engineer.

WCW:OW

cc J. N. Bishop.

REFERRED TO
A. C. Smith
Asst. State Highway Engineer

OK.
Standard rental
rates to apply

RECEIVE
JUL 18 193

June 27, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Hot Lake-Union Section, Project No. 139-D.

You will note that on this estimate the quantity of 2½" - 1½" materials has been increased and that the quantity of 1½" - 3/4" materials has been decreased to the amounts shown on the estimate dated April 11th, previously submitted. These changes in quantities have been occasioned for the reason that the shaping course specified in the contract has been eliminated and that it is planned to do any necessary shaping work during the placing of the 2½" - 1½" materials.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department. Project No. 139-B (Reop)

HOT LAKE-UNION SECTION OF THE

OLD OREGON TRAIL IN UNION COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, June 23, 1932.

FINAL QUANTITIES AS SHOWN BY FINAL VOUCHER

Agreement Estimate	$36,887.00
Engineering and Contingencies	2,485.28
Overruns	1,544.92
Total	$40,917.20

Total Cost on Which Federal Aid was Computed	$40,575.70
Total Federal Aid Paid	20,287.85
Total Emergency Advance Funds Paid	20,287.85

Length of Project, gross	4.932 miles
Length of Katherine Bridge	.012 "
Length of Project, net	4.920 "

Cost per mile	$8,316.50
Federal Aid Paid per mile	4,123.54

New Work. Bituminous Macadam Wearing Surface, Type B-11

Aggregate: (Contract 1271.)

3,700	cu. yds.	2-1/4" - 1-1/4" Matls. in Stockpiles	$ 1.15	$ 4,255.00
1,250	cu. yds.	1-1/4" - 3/4" " " "	1.15	1,437.50
550	cu. yds.	3/4" - 1/2" " " "	1.25	687.50
900	cu. yds.	1/2" - 0" " " "	1.25	1,125.00
22,000	yd. mi.	Hauling Broken Stone, Pile Measure	.14	3,080.00
				$10,585.00

Construction of Wearing Surface:

4.9	miles	Preparation of Base	$100.00	$ 490.00
6,800	cu. yds.	Placing Mineral Aggregate	1.17	7,956.00
10,200	yd. mi.	Hauling Mineral Aggregate	.15	1,530.00
380	tons	Asphalt in Place	22.00	8,360.00

50	tons	Emulsified (or Cut-back) Asphalt in Place	$22.00	$1,100.00
1,500	cu. yds.	Gravel Shoulders	.40	600.00
3,000	yd. mi.	Hauling Gravel Shoulders	.14	420.00
				[illegible]
				$31,041.00
		10% Engr. & Cont.		3,104.10
		Total..................		$34,145.10

Length of New Work 4.920 miles
Cost per mile, new work $6,940.06

Federal Aid per mile allowable on new work,-
$18,669.00 - $4,123.54 = $14,545.46

Total Federal Aid allowable, 4.920 miles at $14,545.46= $7-,563.60
Federal Aid Requested on New Work,
62.23% of $34,145.10 $21,248.49

SUMMARY

Item	Total Cost	Federal Aid Funds	Emergency Advance Funds	State Funds
New Work	$34,145.10	$ 21,248.49	- -	$12,896.61
Old Work	40,917.20	20,287.85	$20,287.85	341.50
Totals	$75,062.30	$ 41,536.34	$20,287.85	$13,238.11

State funds for Constn Chap. 175, laws 1917; Chap. 31, laws 1920.

" " " Maint.: Chap. 41, laws 1927.

FORM 5-O-1 4007 500 5-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

139d.

June 25, 1932.

RECEIVED
JUN 27 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

NOTED
State Highway Engineer

Dear Sir:

We find that we do not have sufficient ½" to ¼" rock to complete the final seal on the Hot Lake-Union Bituminous Macadam Project.

The most economical way of securing this material is to purchase the same from the Island City Concrete Pipe Company who will furnish the material in stock piles for $1.25 per yard plus 11¢ per yard mile haul.

We will need approximately 300 cubic yards and I ask your approval of the attached requisition. The cost of the same is to be charged to the surfacing contract.

Very truly yours,

W C Williams

Division Engineer.

WCW:CW
Encl.

cc R. H. Baldock.

RECEIVED
JUN 13 1932
OREGON
STATE HIGHWAY COMMISSION

Form 30—3165—5M—2-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date June 11, 1932

Job name Hot base - Union

Week from 6/4 to 6/11

Mail address Box 908

Highway Old Oregon Trail

Telegraph or telephone address La Grande

County Union

Job prefix [illegible]

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor started first lift about 10⁰⁰ A.M. 6-7; complete shift Thursday, using (60 men) all Oregon men of which 35 are local.

Shaping course completed; also base, key & seal courses on just one mile on south end of project.

Day of Week	WEATHER CONDITIONS A. M.	WEATHER CONDITIONS P. M.
Sunday	Cold	Cold
Monday	Cloudy	Cloudy
Tuesday	Fair	Fair
Wednesday	Warm	Warm
Thursday	"	"
Friday	"	"
Saturday	"	"

RECEIVED
JUN 12 1932
OFFICE OF
CONSTRUCTION ENGINEER

Signed Tom [illegible]

Title R. Eng.

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... men,

.... teams, ... steam shovels

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 1.92

Miles paving completed ....

Total square yards in project 7000

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week 60 men,

one oiler with Tender teams, and 7 trucks

Job will be completed about 6-30-1932

Number of men in Engineering Party 11

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job [illegible] Percentage 100
2. .... Percentage ....
3. .... Percentage ....
4. .... Percentage ....

Form 30-3165-5M-2-32.

RECEIVED
JUN 6 - 1932
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date June 4, 1932

Job name Hot Lake-Union

Week from May 28 *to* June 4

Mail address La Grande, Oregon, Box 908

Highway Old Oregon Trail

Telegraph or telephone address La Grande, Oregon.

County Union *Job prefix* 31 PK

Express and freight address La Grande, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Wednesday: June 1st - Six men (Four of which are local) under the direction of Mr. Bacon, working foreman, using two light trucks and asphalt heater, started work on preparation of base macadam, oil patching, penetration method, completing the necessary work between M.P. 299 - 302 Saturday evening, June 4th.

Three-man party staking the project. Construction representative, Mr. Rowell, Superintendent, arrived on the job today, June 4th, advising that construction on this project will begin Monday, June 6th.

RECEIVED
JUN 6 - 1932
OFFICE OF
CONSTRUCTION ENGINEER

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday	Cloudy	Showers
Monday	"	Rain
Tuesday	"	Showers
Wednesday	Fair	Fair
Thursday	Cloudy	Fair
Friday	Fair	Fair
Saturday	Fair	Fair

Signed W. E. Stiffler

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 4.92 miles

Miles paving completed ....

Total square yards in project 7,000

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week 4 *men,*

.... *teams,* 1 *trucks*

Job will be completed about June 30,1932

Number of men in Engineering Party 3

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR 139d

May 18, 1932

Mr. J. C. Compton,
U. S. National Bank Bldg.,
McMinnville, Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of the Hot Lake-Union Section of the Old Oregon Trail in Union County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

RECEIVED
APR 27 1932
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

April 26, 1932 PR 139 D

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of April 19, received in this office April 25, agreeing to omit the shaping course on Oregon Federal Aid Project No. 139-D.

This is your notification that we are of this date recommending this project for approval.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

It is also requested that the estimate revised to low bid prices be submitted at your early convenience in order that the project agreement modification may be prepared.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Sr. Highway Engineer

Sub

FAP 139D

April 19, 1932

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

With reference to your recent communication regarding the Hot Lake-Union Project (Federal Aid Project No. 139-D), with particular reference to the spread of the 1½ inch materials for a width of 8 feet prior to the construction of the bituminous macadam:

Please be advised that there are certain sections that are a little flat and we proposed this type of construction in order to afford a uniform crown. We did not plan on using it everywhere, but specified its use so that it could be used as required by the engineers. It is entirely possible that we [illegible] eliminate this course and perform the necessary shaping by a slight variation in the depth of coarse stone. Inasmuch as you object to this specification, we will eliminate it.

Very truly yours

State Highway Engineer

RHB:HX

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

April 11, 1932 139D

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 139-D, bituminous macadam on the Hot Lake-Union section of the Old Oregon Trail.

In further checking this project, there are numerous features that are not clear and on which information is necessary before the project can be recommended for approval.

In February, 1931, a contract was let for stockpiling rock for this project and also the LaGrande-Hot Lake project (Federal Aid Project No. 139-C). In April, 1931, the oiling of this project was approved and work done during 1931. This oiling specified a 2" crown and we had no knowledge that this particular part of the agreement had not been complied with until the receipt now of plans and specifications calling for an 8' wide, 1-1/2" thick course for the purpose of providing a crown for the bituminous macadam.

Spec. should read 1¼"-¾"

With regard to the recently submitted specifications, the rock crushing contract of 1931 did not provide for crushing 1-1/2"-3/4" rock, but it is noted this size is now called for in the specifications for the shaping course, possibly 1-1/4"-3/4" rock was meant. Using the quantities called for in the contract for crushing, and subtracting the quantities shown on the final voucher as already used, there is not sufficient rock now stockpiled in the 2-1/4"-1-1/4" or 1-1/4"-3/4" size to complete the new work.

In view of the apparent shortage in the 1-1/4"-3/4" size rock it appears to us that as previously requested this intermediate course could be eliminated and the quantity on hand used for shoulders and maintenance.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

3/4 – 1/2 758

1/2 – 1/4 448

			(Used)	(Fine)	
2 1/4 – 1 1/4 –	841	5000	5841	9268	3427
1 1/4 – 3/4 –	1537	1111	2648	5108	2453
3/4 – 1/2	794	730	2282	3759	1477
1/2 – 1/4	350	763	1561	3237	1676

CONTRACT#1344,

SEE:

CONTRACT#1255,

2

8

1344 [illegible] : Contract [illegible]

CONTRACT # 1346,
1450,

PR 132-C New Era-Canby Sec. 1932

1346, 1450

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

February 6, 1934

RECEIVED
FEB 7 1934
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

At the time the project agreement estimate for Oregon E-132-C was submitted you were permitted to omit the usual statement of completed work with the understanding that it was to be submitted later. We now have the final voucher for this project but no statement of completed work has been submitted. This information should be submitted on the form accompanying Mr. MacDonald's memorandum of July 18, 1933, copy of which was sent to you on July 24, 1933. The final voucher will be held pending receipt of this information.

Two copies of the type code numbers to be used were forwarded you with our letter of October 3, 1933.

Very truly yours,

W. H. Lynch
District Engineer

By F E Andrews
F. E. Andrews
Senior Hwy. Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

January 27, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our review of the final voucher for Oregon E-132-C. we note that you claim $79.54 for work done under E.W.O. No. 1. The supporting data sheet shows that in connection with this work corrugated pipe valued at $46.00 was salvaged, reducing the actual cost to the State to $33.54. The voucher has been reduced and will be recommended for payment in the amount of $1,188.26. This will bring the total Federal Aid Funds claimed to $16,404.33, and the total E.C.H.Funds to $29,163.26.

Your letter of January 16 submitting the final voucher states that the constructed length agrees with the plans we now have (1.950 miles), and goes on to say that it began at Sta. 27+00 and ended at Sta. 129+70. The length based on the stations given is 1.945 miles. As this latter figure agrees with the final monthly estimate, we have assumed that it is correct.

We have not received copies of Supplemental Price Agreement No. 1. Will you please forward copies as soon as possible as the excess Federal Aid Funds on this project must be released in order that we may have an unobligated balance of Federal Aid Funds large enough to cover the amount requested for NRH 78-B. The final voucher will be held in this office pending the receipt of this information.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

J 22 46^{00}

January 16, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of final voucher, in amount of $1,[illegible] for the New Era-Canby Section, Project No. E-132-C.

The constructed length of this project is as given in the plans which you now have. Portland cement concrete pavement has been constructed on the project from Sta. 27+00 to Sta. 129+70 under Project E-132-C. Asphaltic concrete pavement has been constructed from Sta. 129+70 to Sta. 132+00 under State Contract No. 1463.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

J 21

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREG.

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

RECEIVED
1933

Sept. 5, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of E. 132-C
New Era-Canby Section - Pacific Hwy.
______________________________, was made by a representative of this office on Aug. 17, 1933. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer.

PR 132 C

Hyp. 11976

Form P. R. 2

State Oregon

Project No. E-132, Section C

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of April, 1933

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 21st day of June, 1927, a project statement, which was approved by the Secretary on the 13th day of October, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 13th day of December, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

seventeen thousand, two hundred forty-three and 02/100

dollars ($17,243.02) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "Emergency Construction Highway funds" appropriated by (Include amount, date, and citation of act of legislature by which authorized) Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 37+04 in Sec.23, T 3 S, R 1 E, and survey station 130+00 in Sec.34, T 3 S, R 1 E,

, length 1.980 miles, in Clackamas County, being Section C of Oregon Federal Aid project No. E-132, consisting of 1.980 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length.~~ known locally as the New Era-Canby section of the Pacific Highway between official control points Albany and Portland.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of seventeen thousand, two hundred forty-three and 03/100 dollars ($17,243.03), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-seven thousand, eight hundred ninety-seven and 30/100 dollars ($47,897.30), the approved total estimated cost of Section C of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of [illegible] thousand [illegible] hundred and forty-three and 03/100

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 2nd day of May, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

R G Tugwell
Asst
Secretary of Agriculture.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as Project No. **E-132-C** State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ **47,697.30** as the total estimated cost of said project, and the sum of $ **17,243.02** as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 2nd day of May one thousand nine hundred and thirty-three

R G Tugwell
Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

March 29, 1933

F-132-C

West Contract Company
210 Thompson Street
Portland, Oregon

Gentlemen:

We find that we have plans for only two pieces of the consolidating and finishing equipment required on your job, the sub-grade template and the striking template, and are enclosing a blueprint of each.

All the required equipment is described on page 77 of the standard provisions and pages 16 and 17 of the special provisions of your contract. For further information or more detailed descriptions, we refer you to the resident engineer, Mr. F. T. Young at Oregon City.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by D. G. DeSart/CS

Encl.

cc F. T. Young

February 7, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accordance with previous correspondence, we are sending to you herewith three copies of a letter from the Southern Pacific Company authorizing the encroachment on railroad right-of-way of certain embankments constructed on the New Era-Canby Section of the Pacific Highway, Federal Aid Project No. 132-C.

It is assumed that the receipt of these copies will enable you to forward for payment the vouchers recently submitted.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE NO. New Era-Canby

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
JAN 24 1933
OREGON
STATE HIGHWAY COMMISSION

January 23, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Referring to Oregon F.A.P. 132-C, it is noted from the plans that easements are to be obtained from the S.P. RR. Company for right of way between the following highway stations: Sta. 88+00 to Sta. 90+00 and Sta. 107+50 to Sta. 109+50.

Will you please forward three copies of the easements for the above right of way? The grading on this project has been completed and final voucher cannot be passed until this right of way has been secured.

Very truly yours,

W. H. LYNCH
District Engineer
by L Canfield
Hwy Engr

January 26, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of January 23rd requesting that we submit copies of easements covering the encroachments on railroad right-of-way in connection with the New Era-Canby Section (Federal Aid Project No. 132-C).

Negotiations for these easements are now in progress and copies will be forwarded to you as soon as the easements are obtained.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

January 3, 1933.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the New Era-Canby Section, Project E-132-C.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

E. M. Probert,
Office Engineer.

Dict. by J. W. Nash/HR.

Encl.

Oregon State Highway Department

Emergency Construction
Hwy. Proj. No. E-132-C

THE [illegible]-CANBY SECTION OF THE
PACIFIC HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.

Salem, Oregon, December 22, 1932

Completed Work:

Statement of completed work will be submitted upon payment of final voucher.

EMERGENCY WORK - PAVING (Sta. 27+94 to Sta. 130+00)

14,000	cu. yds.	Compaction of Existing Embankments	$0.035	$ 490.00
1,200	cu. yds.	Excavation, Single Classif.	0.40	480.00
1,000	yd. mi.	Truck Haul	0.15	150.00
100	cu. yds.	Salvaging Surfacing Materials	0.60	60.00
1,100	sq. yds.	Removal of Old Pavement	0.20	220.00
23,400	sq. yds.	Portland Cement Concrete Pavement	1.55	36,270.00
1,800	lin. ft.	Expansion Joints	0.20	360.00
12,000	lin. ft.	Contraction Joints	0.03	360.00
9,300	lbs.	Tie Bars & Reinforcement	0.05	465.00
1,300	only	Dowels	0.20	260.00
3,000	cu. yds.	Screened Gravel in Shoulders	0.99	2,970.00
1,200	cu. yds.	Crushed Gravel in Shoulders	0.99	1,188.00
450	cu. yds.	Filler	0.40	180.00
450	yd. mi.	Filler Haul	0.20	90.00
			Sub-total	$ 43,543.00
			10% Engr. & Cont.	4,354.30
			Total......................	$ 47,897.30

Length	1.950 miles
Cost per mile	$ 24,562.71

Regular Federal Aid Funds Requested	$ 17,243.02 (36%)
Emergency Construction Hwy. Funds Requested	30,654.28
	$ 47,897.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

Oregon State Highway Department

Emergency Construction
Hwy. Proj. No. E-132-C

NEW ERA-CANBY SECTION OF THE
PACIFIC HIGHWAY IN CLACKAMAS COUNTY

(Estimate with paving specifications. Not as basis for project agreement.)

Salem, Oregon, December 9, 1932.

Completed Work:

Statement of completed work will be submitted upon payment of final voucher.

EMERGENCY WORK - PAVING: (Sta. 27+00 to Sta. 130+00).

14,000	cu. yds.	Compaction of Existing Embankments	$0.03	$ 420.00
1,200	" "	Excavation, Single Classification	0.35	420.00
1,000	yd. mi.	Truck Haul	0.15	150.00
100	cu. yds.	Salvaging Surfacing Materials	0.50	50.00
1,100	sq. yds.	Removal of Old Pavement	0.40	440.00
23,400	" "	Portland Cement Concrete Pavement	1.75	40,950.00
1,800	lin. ft.	Expansion Joints	0.20	360.00
12,000	" "	Contraction Joints	0.05	600.00
9,300	lbs.	Tie Bars & Reinforcement	0.05	465.00
1,300	only	Dowels	0.20	260.00
3,000	cu. yds.	Screened Gravel in Shoulders	1.00	3,000.00
1,200	" "	Crushed Gravel in Shoulders	1.50	1,800.00
450	" "	Filler	0.40	180.00
450	yd. mi.	Filler Haul	0.12	54.00
			Sub-total	$ 49,149.00
			10% Engr. & Cont.	4,914.90
			Total........	$ 54,063.90

Length 1.950 miles
Cost per mile $ 27,725.07

Regular Federal Aid Funds Requested	$ 19,463.00 (36%)
Emergency Construction Highway Funds Requested	34,600.90
	$ 54,063.90

January 3, 1938

West Contract Company
210 Thompson St.
Portland, Oregon

Gentlemen:

Under separate cover we are mailing you an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of the New Era-Canby Section of the Pacific Highway in Clackamas County.

This copy is for your records and files.

Very truly yours

Secretary

AJ

PR 132

December 10, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

It is our desire that the proposed grading work on the Canemah Section be included under Project No. 132. Accordingly, it is our request that this project be extended to cover this proposed work and we are enclosing herewith five blueprint copies of the project statement map which has been revised to show the proposed extension.

Very truly yours,

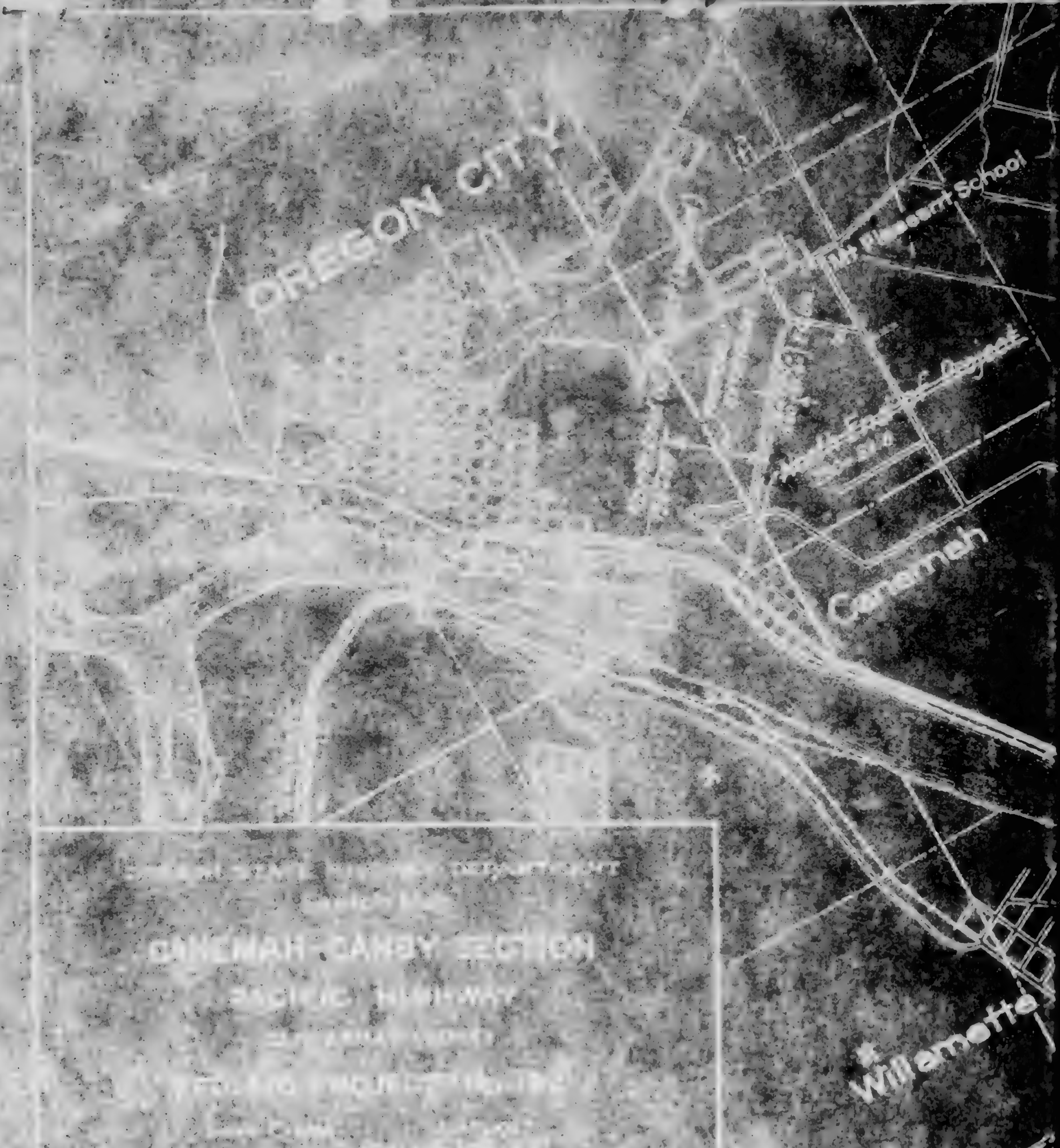
R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

Encl.



OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

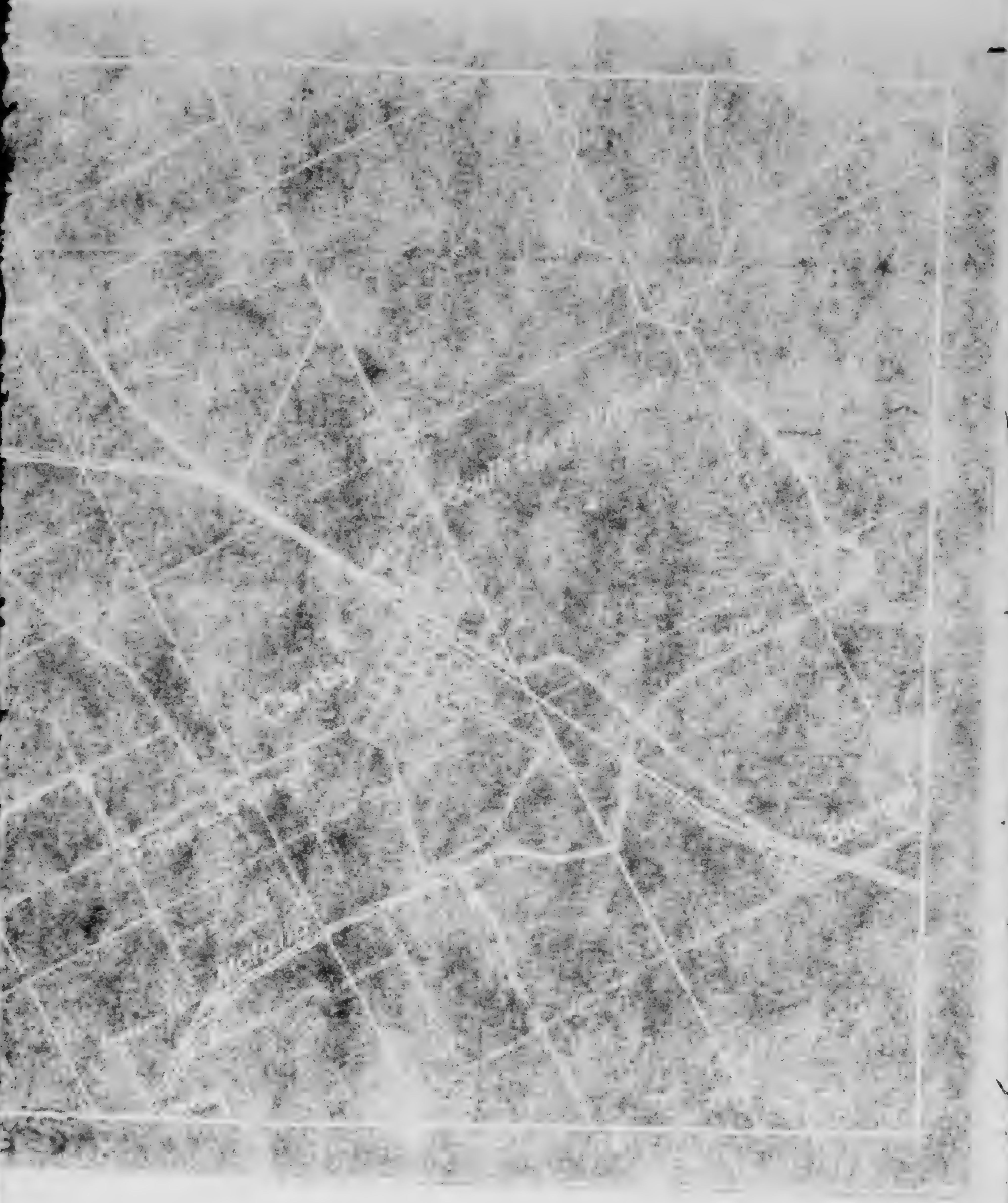
CANEMAH-CANBY SECTION

PACIFIC HIGHWAY

CLACKAMAS COUNTY

SHOWING PROPOSED ROUTE

[illegible]



132c

December 8, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accordance with the request contained in your letter of October 24th, we have included, with the paving work to be done on the New Era-Canby Section, the paving of two of the unpaved gaps on the section between New Era and Canemah.

The paving of the third gap; namely, the one between Stations 38+48 and 64+54, has not been included for the reason that it now appears quite possible that within the course of the next eight or ten years a change in alinement will be made to eliminate the two eight degree curves between Stations 63 and 71.

We trust that this arrangement will meet with your approval.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

October 24, 1932

OCT 25 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In a recent newspaper article it was stated that bids for paving the New Era-Canby project, Oregon F.A.P. 132-C, would be opened next month.

In line with this project, reference is made to Oregon F.A.P. 132-B, the Canemah-New Era paving, which when constructed contained three gaps, totalling 0.25 mile, that were gravelled. This procedure was satisfactory at that time in order to allow these fills time to consolidate. Now, however, we believe final settlement has occurred and would suggest that when calling for bids for paving the New Era-Canby section, that the gaps on the Canemah-New Era section be also included in the same contract.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

REFERRED TO
Project
By State Highway Engineer

Form 30—F-21635—5M—5-31

OREG STATE HIGHWAY DEPARTMEN

FIELD ENGINEER'S WEEKLY REPORT

Date Sept/24,1932, 193

Job name Grading

Week from Sept.18th. *to* Sept.24th.

Mail address Oregon City,Ore.

Highway Pacific MR 132C

Telegraph or telephone address

County Clackamas *Job prefix* 3 PL

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contract finished on the 22nd.and work accepted.

RECEIVED
SEP 26 1932
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
SEP 26 1932

NOTED
H. G. SMITH

(See back of this sheet for instructions and detailed information)

Signed

Title Resident Construction Eng'r.

GRADING CONSTRUCTION

Total miles of grading in project 1.99

Miles completed 1.99

Miles completed except finishing

Total cubic yards in project 66,000

Cubic yards moved to date 66,000

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked 1.99

Miles to be remeasured

Number men in Engineering Party

Contractor's average force for week 25 men 4 days *men,*

5 trucks *teams,* 1 *steam shovels*

Grading work will be completed about Completed Sept.22,193

All labor residents State of Oregon.

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

#1346

132 C

September 10, 1932

The Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We have been informed by Southern Pacific Company that it has a claim against Fisher Bros., of Oregon City in connection with State Highway Contract No. 1346 - grading of the New Era-Canby Section of the Pacific Highway in Clackamas County.

The amount of the bill is not known.

This information is furnished to you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Fisher Bros.
Oregon City

September 10, 1932

Southern Pacific Company,
Pacific Building,
Portland, Oregon.

Attention of Mr. E. L. King, Superintendent

Gentlemen: Your File: 220-113

Receipt is acknowledged of your letter of September 9, stating that you have a bill against Fisher Bros., in connection with the highway construction work between New Era and Canby.

The contract to which you refer is known as State Highway Contract No. 1346 and was awarded to Fisher Bros., of Oregon City for the grading of the New Era-Canby Section of the Pacific Highway in Clackamas County.

Fisher Bros. furnished a surety bond, in the sum of $30,723.40, for the protection of any and all claims that may be or may have been incurred against the above described project. It was written by The Aetna Casualty & Surety Company for which Bates, Lively & Pearson are resident agents; their offices are in the Yeon Building, Portland. The total amount of the contract is also $30,723.40.

We suggest that you inform Bates, Lively & Pearson of your claim; also that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is attached for your further information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

3 32-3M

S-2660

Southern Pacific Company

PORTLAND, OREGON

E. L. KING,
SUPERINTENDENT

IN REPLY PLEASE REFER TO

220-113

Sept. 9, 1932.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

On May 14, 1932 Fisher Bros. advised us that they had entered into a contract with the State Highway Commission for grading work on the new highway construction between New Era and Canby. They informed us that they were required to post a bond with you guaranteeing proper performance and payment by them for all work, labor and material expended in the performance of the contract.

We have several items of expense chargeable against Fisher Bros., and our Agent, who has been endeavoring to collect this, advises that he is unable to get response of any kind to letters addressed to them.

We will appreciate it if you will advise whether or not bond was actually filed with the Highway Commission, and if so what procedure will be necessary for us to collect the amount due us before bond is released.

Yours truly,

ELKing

RECEIVED
SEP 1 1932
OREGON

132C

August 31, 1932.

The Factory Motor Car Company,
14th and Everett Street,
Portland, Oregon.

Gentlemen: **Attention: Mr. E. J. Blaser**

Receipt is acknowledged of your letter of August 22nd, concerning a claim which you have against Fisher Brothers, of Oregon City, for repairs made to a steam shovel which is being used in connection with State Highway Contract No. 1346, which contract covers the grading of the New Era-Canby Section of the Pacific Highway.

We are sorry that you are having difficulty in making collection of this claim and we will make no objection to your taking whatever action against the contractor that you may deem advisable.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:MR

V. C. UNDEN

E. J. BLASER

FACTORY MOTOR CAR CO.

BROADWAY 2623
14TH AND EVERETT STREETS
PORTLAND, OREGON

CYLINDER GRINDING
CRANK SHAFT GRINDING
BEARING GRINDING
GEAR CUTTING
WELDING

OVERSIZE PISTONS
OVERSIZE PISTON RINGS
OVERSIZE PISTON PINS
OVERSIZE VALVES
TO ORDER

TRUCK AND BUS FRAMES LENGTHENED
AUTO TOWING—DAY AND NIGHT SERVICE
MOTOR CAR REPAIRING—AUTOMOTIVE MACHINISTS
BEARING LINE BORING
WATKINS CONNECTING ROD REBABBITTING SERVICE

August 22nd, 1932

RECEIVED
AUG 2? 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

Mr. Jack Eatch, of Portland, has a shovel rented to Fisher Bros. of Oregon City, who holds State Highway Contract No. 1346 which is for the grading of 1.99 miles of the New Era-Canby Section of the Pacific Highway in Clackams County.

Mr. Eatch, has had us do some work on this shovel that is on the above mentioned job and we have repeatedly requested payment for the work and to date have been unsuccessful in getting Mr. Eatch, to pay it.

We are notifying you that we are contemplating tying this equipment up for our repair bill so that you may govern yourselves accordingly and thereby avoid any delay on this project. We will hold up action a few days awaiting a reply from you, if you have any suggestions to offer.

We have written Mr. Eatch and Fisher Bros. several times and to date have not been extended the courtesy of an answer.

Yours very truly,

FACTORY MOTOR CAR CO.,

E J Blaser

E. J. Blaser.

EJB/hy

F.T. Young advises that the shovel referred to is not now in use, having been replaced with another.

REFERRED TO
Probert

Mr Smiths absence

132C

July 27, 1932

Mr. L. M. Lepper, President,
East Side Pacific Highway Ass'n,
Citizens Bank Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of July 25, in which you suggest that provision be made in the 1933 budget of the State Highway Commission for the widening of the Pacific Highway from Canby to Brooks.

I shall be pleased to call your communication to the attention of the Commission at its next meeting. In the meantime, copies thereof are being forwarded to the individual members for their advance information.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

OBJECT: *A wider standard super-highway, ortl to Junction City on east side of Willa te r; thru heaviest settled territory of Oregon's great rich Willamette Valley, which the late James J. Hill said "Is richer than the valley of the Nile." Help to develop it! A bettered highway will help.*

OFFICERS

L. M. LEPPER, PRESIDENT
EAST SIDE COM'L CLUB, PORTLAND
P. M. GREGORY, 1ST VICE PRESIDENT
MAYOR & SALEM CH. OF COMMERCE
W. F. BUSE, 2ND V. PRES.
OREGON CITY COM'L CLUB
RALPH C. ZIMMERMAN, 3RD V. PRES.
AURORA
W. E. WADSWORTH, 4TH V. PRES.
HARRISBURG
LEONARD GILKEY, 5TH V. PRES.
ALBANY
RAY CARR, SECY-TREASURER
PORTLAND AD CLUB
AND E. S. COM'L CLUB

EAST SIDE
PACIFIC HIGHWAY ASSOCIATION
109-115 CITIZENS BANK BLDG.
PORTLAND, OREGON

DIRECTORS

CHAS. F. DEAN, MILWAUKIE
ROY ALDEN, WOODBURN
HOWARD RAMP, BROOKS
E. L. MOOR, HAYSVILLE AND SALEM
HARVEY STARKWEATHER, GLADSTONE, ETC.
SAM BROWN, GERVAIS
J. R. McKEE, JEFFERSON
A. H. FREERKSEN, SHEDD
CHAS. GIBSON, JUNCTION CITY
G. F. WHITE, CANBY
L. O. HARDING
OREGON CITY AND NEW ERA
C. H. TAYLOR, SUNNYSIDE
6 MI. SOUTH OF SALEM
C. A. GIES, NORTH SALEM

JUL 25 19
STATE HIG

July 25, 1932

✓ TO HON.OREGON STATE HIGHWAY COMMISSION,
c/o Mr.R.H.Baldock, State Highway Engineer,
State Office Bldg., Salem,Oregon,

Gentlemen:

We thank thee for the Progress now being made on the Widening of the East Side Pacific Highway, from Salem, to north of Brooks on the 7.65 Miles, being widened this year.

It now looks like Oregon would have available some $2,001,740.00 Additional Federal Aid Funds, perhaps more,under the New Act just signed by the President.

Next Year's Budget and Phans will soon be in the making: and if possible out of the New Federal Aid Funds, this Fall and Next Year, by the end of July, 1933, (or later in season if allowed); we ask and would like to see the Widening of East Side Pacific Highway, continued northward,from north of Brooks, where it ends this year, to the Canby New Connection, if possible, or at least Ten Miles, or more to, say Hubbard or Aurora, or far as funds are available; for 1933 uses; whatever you can best figure out.

This East Side Pacific Highway, particularly from Salem to Portland, will be one of the Heaviest Traffic Ways in the State, due to the State Capitol and Portland Metropdlis travel: Hence we are anxious to see its Widening completed and connected up, from Salem to Portland, including the Super-Federal Aid Highway part, from Oregon City to Portland; soon as practically can be done; say within the next Two Years, if possible.

We beg and would like to see all possible done this Fall and next year,1933, if you can in any way see your way clear to do it.
We Thank You!

Yours with Best Wishes,

EAST SIDE PACIFIC HIGHWAY ASSOCIATION,
By
L.M.Lepper L M Lepper
President
109-15 Citizens Bank Bldg.
Portland,Oregon

Copies made for Commission and Baldock

COPY FOR MR. ....
From [illegible], Secretary

EAST SIDE PACIFIC HIGHWAY ASSOCIATION
109-115 Citizens Bank Bldg.
Portland Oregon

July 25, 1932

TO HON. OREGON STATE HIGHWAY COMMISSION
c/o Mr. R. H. Baldock, State Highway Engineer,
State Office Building, Salem, Oregon.

Gentlemen:

We thank thee for the progress now being made on the widening of the East Side Pacific Highway, from Salem, to north of Brooks on the 7.65 miles, being widened this year.

It now looks like Oregon would have available some $2,001,740.00 additional federal aid funds, perhaps more, under the new Act just signed by the President.

Next year's budget and plans will soon be in the making: and if possible out of the new federal aid funds, this fall and next year, by the end of July 1933, or later in season if allowed; we ask and would like to see the widening of East Side Pacific Highway, continued northward, from north of Brooks, where it ends this year, to the Canby new connection, if possible, or at least ten miles, or more to, say Hubbard or Aurora, or far as funds are available; for 1933 uses; whatever you can best figure out.

This East Side Pacific Highway, particularly from Salem to Portland, will be one of the heaviest traffic ways in the State, due to the State Capitol and Portland metropolis travel: hence we are anxious to see its widening completed and connected up, from Salem to Portland, including the Super-Federal aid highway part, from Oregon City to Portland; soon as practically can be done; say within the next two years, if possible.

We beg and would like to see all possible done this fall and next year, 1933, if you can in any way see your way clear to do it.

We thank you!

Yours with best Wishes,

EAST SIDE PACIFIC HIGHWAY ASSOCIATION

By L. M. Lepper, President

June 13, 1932.

Mr. W. H. Lynch, District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of June 10th, concerning the estimate for Project No. 132-C which was submitted on May 27th, as basis for modification of the project agreement.

Please be advised that the suggested procedure contained in your letter that this estimate be submitted as a substitute estimate, instead of as basis for modification, is agreeable with this Department.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

June 10, 1932

RECEIVED
JUN 1 1 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of May 27, 1932, submitting estimates as a basis for a modified agreement covering Oregon F.A.P. No. 132-C.

Approval of the new estimates as a minor change will be sufficient for this project, unless you wish to release the surplus Federal Aid funds now under agreement. As this project is to be completed on or before August 15, 1932, and the surplus Federal Aid funds will be released upon prompt submission of the final voucher before the balance of Federal Aid funds not under agreement has been materially depleted, we do not believe that the release of these funds a few months earlier is a matter of sufficient importance to necessitate a modification of the agreement.

Please advise us if the approval of the estimate as a minor change will be satisfactory to you.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

May 27, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the New Era-Canby Section, Project No. 139-C.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.

encl.

Oregon State Highway Department

Project No. 132-C

NEW ERA-CANBY SECTION
OF THE PACIFIC HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for modified agreement.)

Salem, Oregon, May 26, 1932.

State Force Work

18,000	cu. yds.	Common Excavation	$ 0.30 est.	$ 5,400.00
18,000	yd. sta.	Overhaul	0.03 "	540.00
200	lin. ft.	18" Concrete Pipe	2.10 "	420.00
2	cu. yds.	Class "G" Concrete	25.00 "	50.00
				$ 6,410.00

Contract Work

All Required		Clearing & Grubbing		$ 900.00
41,000	cu. yds.	Common Excavation	0.20	8,200.00
30,000	" "	Solid Rock Excavation	0.38	11,400.00
87,000	yd. sta.	Overhaul	0.03	2,610.00
23,000	yd. mi.	Truck Haul	0.16	3,680.00
230	lin. ft.	12" Corr. Galv. Iron Pipe	0.90	207.00
700	" "	18" Concrete Pipe	2.00	1,400.00
10	cu. yds.	Class "G" Concrete	12.00	120.00
				$ 28,517.00
				$ 32,927.00
		10% Engr. & Cont.		3,292.70
				$ 36,219.70

Length of Project	1.988 Miles
Cost per mile	$18,219.16
Federal Aid Requested	$22,539.51
State Funds Available	13,680.19
	$36,219.70

State funds for Construction: Chapter 173, Laws 1917; Chapter 31, Laws 1920.
State funds for Maintenance: Chapter 41, Laws 1927.

Estimate with plans PR - 132-C

Oregon State Highway Department **Project No. 132-C**

NEW ERA-CANBY SECTION
OF THE PACIFIC HIGHWAY IN CLACKAMAS COUNTY

(Estimate accompanying specifications for grading work to be done under contract. Not as basis for substitute estimate.)

Salem, Oregon, April 21, 1932.

STATE FORCE GRADING WORK:

18,000 cu. yds.	Common Excavation	$ 0.30	$ 5,400.00
18,000 yd. sta.	Overhaul	0.03	540.00
200 lin. ft.	18" Concrete Pipe	2.10	420.00
2 cu. yds.	Class "C" Concrete	25.00	50.00
			$ 6,410.00

CONTRACT WORK:

All Required	Clearing and Grubbing		$ 100.00
41,000 cu. yds.	Common Excavation	0.30	12,300.00
30,000 cu. yds.	Solid Rock Excavation	0.90	27,000.00
87,000 yd. sta.	Overhaul	0.03	2,610.00
23,000 yd. mi.	Truck Haul	0.15	3,450.00
230 lin. ft.	12" Corr. Galv. Iron Pipe	0.90	207.00
700 lin. ft.	18" Concrete Pipe	2.10	1,470.00
10 cu. yds.	Class "C" Concrete	25.00	250.00
			$47,387.00
			$53,797.00
	10% Engr. & Cont.		5,379.70
	Total		$59,176.70

Length of Project	1.988 miles
Cost per mile	$29,766.95
Federal Aid Requested, as per estimate of Feb. 11, 1932	$36,757.20
State Funds	22,419.50
	$59,176.70

132 C

May 24, 1932

Fisher Bros.,
Oregon City,
Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the New Era-Canby Section of the Pacific Highway in Clackamas County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

Form 39—F-21635—5M—5-31

RECEIVED
MAY 16 1932

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 14, 1932

Job name Grading-New Era- Canby

Week from May 8th. *to* May 14th.

Mail address Oregon City, Ore.

Highway Pacific

Telegraph or telephone address Oregon City, Ore.

County Clackamas *Job prefix* 3 PL

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Fischer Bro's, contractors on the New Era-Canby grading job started work on the 10th. with a crew of seven men. The balance of the week was spent grubbing the right of way. A 50 H.P. cat. is the only piece of equipment on the work, but a one yard gas shovel is expected to be on the job by next Monday.

RECEIVED
MAY 16 1932
OFFICE OF
CONSTRUCTION ENGINEER

(See back of this sheet for instructions and detailed information)

Signed

Title Resident Engineer.

RECEIVED

GRADING CONS N

Total miles of grading in project 1.99

Miles completed

Miles completed except finishing

Total cubic yards in project 71000

Cubic yards moved to date none

Miles covered by contractor's forces

Miles cross-sectioned 1.99

Miles cross-sections completed and checked 1.99

Miles to be remeasured

Number men in Engineering Party 3

Contractor's average force for week 7 men 5 days men,

1 team 1day teams, none steam shovels

Grading work will be completed about Aug.15,1932

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job .... Percentage ....
2. .... Percentage ....
3. .... Percentage ....
4. .... Percentage ....

STENCIL NO. 124

RECEIVED
APR [illegible] 1932
OREGON
[illegible] COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P. No.132-C

Post Office Building
Portland, Oregon.

April 28, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By A H Benedict
A. H. Benedict
Asst. Highway Engineer.

Encl.

A4pr 11976

Form P. R. 2
State Oregon
Project No. 132, Section C.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—6818

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 31st day of March, 1932

by and between the State Highway Commission of Oregon, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of June, 1927, a project statement, which was approved by the Secretary on the 13th day of October, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 16th day of February 1932, and approved by the Secretary on the 20th day of April, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty-six thousand, seven hundred fifty-seven and 20/100 dollars ($36,757.20) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ________ of ________
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ________
(State how placed under direct control of Highway Department)

*(c) ________

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 27+00 in the S.W.¼ of Sec. 23, T.3 S., R.1 E., and survey station 132+00 in the N.W.¼ of Sec. 34, T.3 S., R.1 E.,

terminal points, a distance of 1.988 miles, known locally as the New Era-Canby Section of the Pacific Highway, between Portland and Albany, Clackamas County, being Oregon Federal Aid Project No. 132, Section C.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.

(Include amount, date, and citation of

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have plased, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(c) Final payment of Federal funds shall not be made on said project until rights-of-way satisfactory to the Secretary of Agriculture have been obtained for those portions of said project which encroach upon the right-of-way of the Southern Pacific Railroad.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of thirty-six thousand, seven hundred fifty-seven and 20/100 dollars ($36,757.20), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fifty-nine thousand, sixty-six and 70/100 dollars ($59,066.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ____________________

STRICKEN OUT

____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ____________________
(Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ____________________

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

____

____

____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

6

PAYMENTS

Article V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....

STRICKEN

Article VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

~~*(a) By the ...., upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ....~~
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

STRICKEN OUT

~~*(b) By the ...., upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ....~~
(Include reference to statute authorizing funds and probable amount annually available)

~~*The Highway Department will use every means within its power to insure proper and permanent~~ maintenance of said project thereafter, in the following manner, to wit: ....

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 20th day of April, 1932

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ....
Chairman, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission
(Title of officer)

By ....
Member, State Highway Commission
(Title of officer)

By ....
(Title of officer)

By ....
(Title of officer)

[SEAL]

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8-5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 132, Section C, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 59,066.70 as the total estimated cost of said project, and the sum of $ 36,757.20 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 20th day of April one thousand nine hundred and Thirty-two

R. W. Dunlap
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

PR 132C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

March 7, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
MAR 9 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Enclosed for signature and return to this office are three copies of agreement for Oregon F.A.P. No. 132-C, New Era-Canby section of Pacific Highway. We are also enclosing a copy of approved estimate which was used as the basis of the project agreement.

According to our understanding, the equipment to be used on this project will be rented from private owners. However, should it be necessary to use any State, County or other publicly owned equipment, charges therefor should not be included in the unit prices of items upon which Federal Aid is claimed.

Very truly yours,

W. H. LYNCH
District Engineer

By J A Elliott
J. A. Elliott
Sr. Highway Engineer

Encl.

PR132C

February 15, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of an estimate as basis for project agreement and six copies of an analysis of cost for pipe culverts covering the New Era-Canby Section, Project No. 132-C. Five sets of blueprint plans and one set of original cross-sections for this work are being sent under separate cover. In connection with the state force work to be done on this section, please be advised that the equipment required will be private-owned and will be employed on a rental basis.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

J. W. Nash,
Asst. Office Engineer.

JWN:ER

encl.

Oregon State Highway Department Project No. 138-C

THE [illegible] SECTION

OF THE PACIFIC HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on estimated costs of construction by state forces.)

Salem, Oregon, February 11, 1930.

All Required	Clearing and Grubbing		$ 1,000.00
59,000 cu. yds.	Common Excavation	$ .30	17,700.00
30,000 cu. yds.	Solid Rock Excavation	.90	27,000.00
105,000 yd. sta.	Overhaul	.03	3,150.00
23,000 yd. mi.	Truck Haul	.15	3,450.00
230 lin. ft.	12" Corrugated Galv. Iron Pipe	.90	207.00
900 lin. ft.	12" Concrete Pipe	2.10	1,890.00
12 cu. yds.	Class "C" Concrete	25.00	300.00
			$ 54,697.00
	10% Engr. & Cont.		5,469.70
			$ 60,166.70

Length of Project	1.988 miles.
Cost per mile	$30,264.93
Federal Aid Requested	$ 37,113.72 (61.684+%)
State Funds Available	$23,052.98
	$60,166.70

State funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1929.
State funds for Maintenance: Chapter 41, Laws 1927.

Oregon State Highway Department Project No. 132-C

NEW ERA-CANBY SECTION

OF THE PACIFIC HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on estimated costs of construction by state forces.)

Salem, Oregon, February 11, 1932.

All Required	Clearing and Grubbing		$ 1,000.00
59,000 cu. yds.	Common Excavation	$ .30	17,700.00
30,000 cu. yds.	Solid Rock Excavation	.90	27,000.00
105,000 yd. sta.	Overhaul	.03	3,150.00
23,000 yd. mi.	Truck Haul	.15	3,450.00
230 lin. ft.	12" Corrugated Galv. Iron Pipe	.90	207.00
900 lin. ft.	18" Concrete Pipe	2.10	1,890.00
12 cu. yds.	Class "C" Concrete	25.00	300.00
			$ 54,697.00
	10% Engr. & Cont.		5,469.70
			$ 60,166.70

Length of Project	1.988 miles.
Cost per mile	$30,264.93
Federal Aid Requested	$ 37,113.72 (61.684+%)
State Funds Available	$23,052.98
	$60,166.70

State funds for Construction: Chapter 173, Laws 1917: Chapter 31, Laws 1920.

State funds for Maintenance: Chapter 41, Laws 1927.

[illegible]

Project No. [illegible]

(Analysis of Cost for Pipe Culverts)

Item	Cost F.O.B. Portland	Cartage	Installation	Total	[illegible]
12" Corr. Galv. Iron Pipe	$0.34	$0.20	$0.15	$0.69	[illegible]
18" Concrete Pipe	1.40	0.45	0.30	2.15	[illegible]

NEW ERA-CANBY SECTION

Project No. [illegible]

(Analysis of Cost for Pipe Culverts)

Item	Cost F.O.B. Portland	Cartage	Installation	Total	(Use)
12" Corr. Galv. Iron Pipe	$0.54	$0.20	$0.15	$0.89	$0.90
18" Concrete Pipe	1.40	0.40	0.30	2.10	2.10

CONTRACT#1347,

SEE:

CONTRACT#1247,

1

[illegible] [illegible] Contract [illegible]7

CONTRACT# 1347,

PR 144-EG Berry Cr.-Florence Sec., 1932
Surf.

1347

FORM 8-A-1 8663 8M 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

November 4, 1932

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
NOV 5 - 1932

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. B. Glaisyer, Secretary

Dear Sir:

I have your letter of October 31st, in regard to an extension of 60 days for J. C. Compton on Contract No. 1347, Berry Creek-Florence Section on the Coast Highway.

The bituminous macadam and oil mat surface treatment to be placed uner this contract was finished before the specified date of completion, July 31st, except for the second seal. This was placed in the latter part of September. There was no additional cost or expense to the State due to the over-run of time, nor has the public been inconvenienced, since they used the road freely during the interval. The contractor did not place the seal sooner because of other work, and I am of the opinion that a better second seal was placed due to the long interval between the first and second seals.

Under these circumstances, I recommend that the extension from July 31st, 1932 to September 30, 1932 be granted without penalty.

Very truly yours

NOTED
State Highway Engineer

R. A. COLLIER
Division Engineer

CC
R. H. Baldock

RAC:VR

FORM 3-A-1 4766 3000 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

August 5, 1932.

IN REPLY PLEASE
REFER TO FILE NO. 144 E G.

Mr. Tom Opedal,
Resident Engineer,
Seal Rock, Ore.

Dear Sir:

We are unable to locate Weekly Oiling Report, Form 271, for the Berry Creek-Florence Oiling Job.

This form is the one used by the State Forces and which we have been using on contract jobs in order to keep a record of the amount of gravel and materials used.

In case you do not have a pad of these forms, we are sending pad under separate cover. Please make out reports for the Berry Creek Florence and also reports on the Newport-Waldport job.

We would appreciate having those for the Berry Creek-Florence Section at your early convenience.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H G Smith

H. G. Smith,
Construction Engineer.

Dictated by

Charles E. Low

CC to
R. H. Baldock

NOTED
State Highway Engineer

FORM 8-A-1 3329 3M 5-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

144 EG

OREGON STATE HIGHWAY COMMISSION

SALEM
June 28, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

~~Mr. Tom Opedal,~~
~~Resident Engineer,~~
~~Florence, Ore.~~

Dear Sir:

Mr. Smith requested that we send you profile of the Oregon Coast Highway between Berry Creek and Florence.

Under separate cov er we are sending you the following profiles:

1 Blue Print Berry Creek-Sutton Lake
1 Hard Copy Sutton Lake-Florence Section

There has been no tracing made of the Sutton Lake-Florence Section, so it will be necessary that you take good care of this hard copy and return it to this office as soon as this job is completed.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H.G. Smith

H. G. Smith,
Construction Engineer.

Dictated by

Charles E. Low

CC to

R.H. Baldock
Mr. Skelley

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

June 23, 1932

RECEIVED
JUN 24 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are enclosing herewith for your files one copy each of the approved special provisions and estimate for Oregon Federal Aid Project No. 144-E.

The stations between which the oil mat surface treatment, Type O-11, is to be placed, appear to be in error as indicated on the typical section sheet. We have changed the stations to 321+00 and 404+53.6.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Encls.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
JUN 15 1932
OREGON
STATE HIGHWAY COMMISSION

June 14, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F.A.P. No. 144-E

Dear Sir:

The estimate dated May 27, 1932 is being recommended for approval as a substitute estimate for auditing vouchers. Please give us the same information concerning the low bid on this project as is requested in our letter of June 13, 1932 for Oregon F.A.P. No. 38.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

June 8, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of substitute estimate covering the Berry Creek-Sutton Lake Section, Project No. 144-E.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 144-B

BERRY CREEK-SUTTON LAKE SECTION OF
THE OREGON COAST HIGHWAY IN LANE COUNTY

(Substitute Estimate for Vouchering. Based on low bid prices.)

Salem, Oregon, May 27, 1932.

GRADING

All Required		Clearing and Grubbing		$ 17,985.00
219,000	cu. yds.	Excavation, Single Classification	$0.27	59,130.00
15,000	" "	Sand Borrow	0.27	4,050.00
238,000	yd. sta.	Overhaul	0.02	4,760.00
15,000	yd. mi.	Truck Haul	0.30	4,500.00
150	cu. yds.	Class "A" Concrete	26.00	3,900.00
12,000	lbs.	Metal Reinforcement	0.06	720.00
600	lin. ft.	Timber Piling	1.00	600.00
150	cu. yds.	Riprap	5.00	750.00
260	" "	Backfill for drains	3.00	780.00
1,100	lin. ft.	12" Concrete Pipe	1.20	1,320.00
1,000	" "	18" Concrete Pipe	2.50	2,500.00
330	" "	24" Concrete Pipe	3.00	990.00
60	" "	30" Concrete Pipe	6.00	360.00
1,600	" "	6" Porous Drain Tile	0.40	640.00
			Sub-total- - - -	$102,985.00

SURFACING

7,870	cu. yds.	Sub-base Course Surfacing	$ 1.46	11,490.20
2,600	" "	Base Course Surfacing	1.55	4,030.00
1,730	" "	Top Course Surfacing	1.65	2,854.50
23,000	yd. mi.	Hauling Broken Stone, Truck Meas.	0.14	3,220.00
2,200	cu. yds.	Gravel Shoulders	0.40	880.00
4,200	yd. mi.	Hauling Shoulder Gravel	0.16	672.00
2,300	cu. yds.	Earth Filler	0.30	690.00
5,700	yd. mi.	Filler Haul	0.16	912.00
460	M-Gal.	Sprinkling	2.00	920.00
1,180	cu. yds.	Common Overburden	0.25	295.00
2,750	" "	Solid Rock Overburden	0.60	1,650.00
				$ 27,613.70

OIL MAT SURFACE TREATMENT, TYPE O-11
(Sta. 321+00 to Sta. 404+53.6)

600	cu. yds.	Broken Stone in Stockpile (Contr. 1247)	$ 1.40	$ 840.00
2,000	" "	Hauling Broken Stone, Pile Measure (Contr. 1247)	0.16	320.00

1.4	miles	Preparation of Base	75.00	$105.00
600	cu. yds.	Placing Mineral Aggregate (Unit 3)	1.15	690.00
800	yd.mi.	Hauling Mineral Aggregate	0.16	128.00
46	tons	No. 3 Oil in Place	22.00	1,012.00
13	tons	Emulsion (or Cut-back) Asphalt in Seal Coat	22.50	292.50
				$ 3,387.50

BITUMINOUS MACADAM BEARING SURFACE

(Sta. 404+53.6 to Sta. 536+30)

2,900	cu. yds.	Broken Stone in Stockpile (Contr. 1247)	1.40	$ 4,060.00
9,800	yd. mi.	Hauling Broken Stone, Pile Measure (Contr. 1247)	0.16	1,568.00
2.5	miles	Preparation of Base	75.00	187.50
3,100	cu. yds.	Placing Mineral Aggregate (Units 1 & 2)	1.20	3,720.00
4,150	yd. mi.	Hauling " "	0.16	664.00
210	tons	Asphalt in Place	22.65	4,756.50
23	tons	Emulsified (or Cut-back) Asphalt in Seal Coat	22.50	517.50
				$ 15,473.50

TYPE I ROADWAY - OIL MAT SURFACE TREATMENT

(Sta. 321+00 to Sta. 404+53.6)

Length of Roadway	1.377 miles
Length of Sutton Creek Bridge, 110 ft.	0.021 miles
Length (gross)	1.398 miles

		10% Engr. & Cont.	Total Cost
Grading (prorated)	$ 36,577.34	$3,657.73	$40,235.07
Surfacing (prorated)	9,807.60	980.76	10,788.36
Oil Mat Surface Treatment	3,387.50	338.75	3,726.25
	$ 49,772.44	$4,977.24	$54,749.68

Cost per mile Type I Roadway $ 39,760.11

TYPE II ROADWAY - BITUMINOUS MACADAM

(Sta. 404+53.6 to Sta. 536+30)

Length of roadway 2.500 miles

		10% Engr. & Cont.	Total Cost
Grading (prorated)	$ 66,407.66	$ 6,640.76	$ 73,048.42
Surfacing (prorated)	17,806.10	1,780.61	19,586.71
Bituminous Macadam	15,473.50	1,547.35	17,020.85
	$ 99,687.26	$ 9,968.72	$ 109,655.98

Cost per mile $43,862.39

SUTTON CREEK BRIDGE

220	cu. yds.	Excavation	$ 5.00	$ 1,100.00
20	" "	Excavation below plans	5.00	100.00
1,200	lin. ft.	Foundation Piling	0.50	600.00
35	cu. yds.	Seal Concrete	22.00	770.00
190	" "	Class "A" Concrete	24.00	4,560.00
95	" "	Class "D" Concrete	24.00	2,280.00
52,000	lbs.	Metal Reinforcement	0.045	2,340.00
220	lin. ft.	Concrete Handrail	5.00	1,100.00

Sub-total	$ 12,850.00
10% Engr. & Cont.	1,285.00
Total- - - - - -	$ 14,135.00

SUMMARY

Item	Total Cost	Federal Aid Funds	Emerg. Adv. Funds	State Funds
		TYPE I ROADWAY		
Grading	$40,235.07	$25,038.28 (62.23%)	$ --	$ 15,196.79
Surf. and Oil Mat Treatment	14,514.61	668.93 (4.608+%)	8,805.38	5,040.30
Totals, Type I	$54,749.68	$25,707.21	$ 8,805.38	$ 20,237.09
		TYPE II ROADWAY		
Grading	$73,048.42	$45,458.03 (62.23%)	$ --	$ 27,590.39
Surfacing & Bit. Mac.	36,607.56	1,214.47 (3.317+%)	15,986.52	19,406.57
Totals, Type II	$109,655.98	$46,672.50	$ 15,986.52	$ 46,996.96
Totals, Rdwy.	$164,405.66	$72,379.71	$ 24,791.90	$ 67,234.05

Item	Total Cost	Federal Aid	Emerg. Adv. Funds	State Funds
		BRIDGE		
Sutton Creek Bridge	$14,135.00	$ 8,796.21 (62.23%)	$ --	$ 5,338.79
Totals, all work	$178,540.66	$81,175.92	$ 24,791.90	$ 72,572.84

Total length of Roadway 3.877 Miles

Length of Sutton Crk. Br. .021 Miles

Total length of Project 3.898 Miles

State funds for constr: Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State funds for maint.: Chapter 41, Laws 1927.

Oregon State Highway Department Project No. 144-E

BERRY CREEK–SUTTON LAKE SECTION

OF THE OREGON COAST HIGHWAY IN LANE COUNTY

(Estimate with specifications for oiling and bituminous macadam. Not as basis for substitute estimate.)

Salem, Oregon, April 21, 1932.

GRADING ~~(Contract Prices)~~

All Required	Clearing and Grubbing		$17,965.00
219,000 cu. yds.	Excavation, Single Classification	$0.27	59,130.00
15,000 cu. yds.	Sand Borrow	0.27	4,050.00
238,000 yd. sta.	Overhaul	0.02	4,760.00
15,000 yd. mi.	Truck Haul	0.30	4,500.00
150 cu. yds.	Class "A" Concrete	26.00	3,900.00
12,000 lbs.	Metal Reinforcement	0.06	720.00
600 lin. ft.	Timber Piling	1.00	600.00
150 cu. yds.	Riprap	5.00	750.00
260 cu. yds.	Backfill for drains	3.00	780.00
1,100 lin. ft.	12" Concrete Pipe	1.20	1,320.00
1,000 lin. ft.	18" Concrete Pipe	2.50	2,500.00
320 lin. ft.	24" Concrete Pipe	3.00	960.00
60 lin. ft.	30" Concrete Pipe	6.00	360.00
1,600 lin. ft.	6" Porous Drain Tile	0.40	640.00
	Sub-total		$102,965.00

SURFACING ~~(Contract Prices)~~

7,870 cu. yds.	Sub-base Course Surfacing	$ 1.46	$ 11,490.20
2,600 cu. yds.	Base Course Surfacing	1.55	4,030.00
1,730 cu. yds.	Top Course Surfacing	1.65	2,854.50
23,000 yd. mi.	Hauling Broken Stone, Truck Meas.	0.14	3,220.00
2,200 cu. yds.	Gravel Shoulders	0.40	880.00
4,200 yd. mi.	Hauling Shoulder Gravel	0.16	672.00
2,300 cu. yds.	Earth Filler	0.30	690.00
5,700 yd. mi.	Filler Haul	0.16	912.00
460 M-Gal.	Sprinkling	2.00	920.00
1,180 cu. yds.	Common Overburden	0.25	295.00
2,750 cu. yds.	Solid Rock Overburden	0.60	1,650.00
			$ 27,613.70

k

OIL MAT SURFACE TREATMENT, TYPE C-11

(Sta. 321 + 00 to Sta. 404 + 55.6)

600 cu. yds.	Broken Stone in Stockpile (Contr. 1247)	$1.40	$	840.00
2,000 yd. mi.	Hauling Br. Stone, Pile Meas. (" ")	0.16		320.00
1.4 miles	Preparation of Base	75.00	(Est)	105.00
660 cu. yds.	Placing Mineral Aggregate (Unit 3)	1.10	(Est)	726.00
600. ~~1,900~~ yd. mi.	Hauling " "	0.18	"	342.00
46 tons	No. 3 Oil in Place	21.00	"	966.00
13 ~~14~~ tons	Emuls. (or Cut-back) Asphalt in Seal Coat	21.00	"	294.00
				$3,593.00

BITUMINOUS MACADAM WEARING SURFACE

(Sta. 404 + 55.6 to Sta. 556 + 50)

2,900 cu. yds.	Broken Stone in Stockpile (Contr.1247)	$ 1.40	$4,060.00
9,800 yd. mi.	Hauling Broken Stone, Pile Meas. (Contr. 1247)	0.16	1,568.00
2.5 miles	Preparation of Base	75.00	187.50
3,100 cu. yds.	Placing Mineral Aggregate	1.10	3,410.00
4,150 yd. mi.	Hauling " "	0.18	747.00
210 tons	Asphalt in Place	22.00	4,620.00
33 ~~25~~ tons	Emuls. (or Cut-back) Asphalt in Seal Coat	21.00	525.00
			$15,117.50

TYPE I ROADWAY - OIL MAT SURFACE TREATMENT

(Sta. 321 + 00 to Sta. 404 + 55.6)

Length of Roadway	1.377
" " Sutton Cr. Bridge 110 ft.	0.021
" (gross)	1.398

		10% Engr. and Cont.	Total Cost
Grading (prorated)	$36,577.34	$3,657.73	$40,235.07
Surfacing(")	9,807.60	980.76	10,788.36
Oil Mat. Surf. Treat.	3,593.00	359.30	3,952.30
	$49,977.94	$4,997.79	$54,975.73

Cost per mile, Type I Roadway $39,924.27

TYPE II ROADWAY - BITUMINOUS MACADAM

(Sta. 404 + 33.6 to Sta. 536 + 50)

Length of Roadway 2.500 miles

		10% Engr. and Cont.	Total Cost
Grading(prorated)	$66,407.66	$6,640.76	$73,048.42
Surfacing (prorated)	17,806.10	1,780.61	19,586.71
Bit. Mac.	15,117.50	1,511.75	16,629.25
	$99,331.26	$9,933.12	$109,264.38

Cost per mile Type II Roadway $43,705.75

SUTTON CREEK BRIDGE

Ⓑ

220 cu. yds.	Excavation	$5.00	$1,100.00
20 cu. yds.	Excavation below plans	5.00	100.00
1,200 lin. ft.	Foundation Piling	0.50	600.00
35 cu. yds.	Seal Concrete	22.00	770.00
190 cu. yds.	Class "A" Concrete	24.00	4,560.00
95 cu. yds.	Class "D" Concrete	24.00	2,280.00
52,000 lbs.	Metal Reinforcement	0.045	2,340.00
220 lin. ft.	Concrete Handrail	5.00	1,100.00
	Sub-total		$12,850.00
	10% Engr. & Cont.		1,285.00
	Total		$14,135.00

SUMMARY

Item	Total Cost	Fed. Aid Funds	Emergency Advance Funds	State Funds
TYPE I ROADWAY				
Grading	$40,235.07	$25,038.28(62.23%)	- -	$15,196.79
Surfacing and Oil Mat. Surf.	14,740.66	668.93	$8,805.38	5,266.35
	$54,975.73	$25,707.21	$8,805.38	$20,463.14

TYPE II ROADWAY

Item	Total Cost	Fed. Aid Funds	Emergency Advance Funds	State Funds
Grading	$73,048.42	$45,458.03(62.23%)	- -	$27,590.39
Surfacing and Bit. Mac.	36,215.96	1,214.47	$15,986.52	19,014.97
	$109,264.38	$46,672.50	$15,986.52	$46,605.36
Totals,(Rdwy.)	$164,240.11	$72,379.71	$24,791.90	$67,068.50

BRIDGE

Sutton Cr. Br.	$ 14,135.00	$ 8,796.21(62.23%)	- -	$ 5,338.79
Totals(All Work)	$178,375.11	$81,175.92	$24,791.90	$72,407.29

Total length of Roadway 3.677 miles

Total length of Project 3.698 miles

June 8, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement, covering the Sutton Lake-Florence Section, Project No. 144-B.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department. Project No. 144-C.

SUTTON LAKE-FLORENCE SECTION
OF THE OREGON COAST HIGHWAY IN LANE COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, May 27, 1932.

SURFACING

11,480	cu. yds.	Sub-base Course Surfacing	$1.46	$16,760.80
3,970	cu. yds.	Base Course Surfacing	1.55	6,153.50
2,530	cu. yds.	Top Course Surfacing	1.65	4,174.50
120,000	yd. mi.	Hauling Broken Stone (Tr. Meas.)	0.14	16,800.00
6,600	cu. yds.	Gravel Shoulders	0.40	2,640.00
13,000	yd. mi.	Hauling Shoulder Gravel	0.16	2,080.00
3,500	cu. yds.	Earth Filler	0.30	1,050.00
8,800	yd. mi.	Filler Haul	0.16	1,408.00
700	M-Gals.	Sprinkling	2.00	1,400.00
1,700	cu. yds.	Common Overburden	0.25	425.00
4,000	cu. yds.	Solid Rock Overburden	0.60	2,400.00
2,810	cu. yds.	Broken Stone in Stockpile	1.40	3,934.00
9,400	yd. mi.	Hauling Broken Stone, Pile Meas.	0.16	1,504.00
				$60,729.80

OIL MAT SURFACE TREATMENT

5.9	Miles	Preparation of Base	$75.00	$ 442.50
2,810	cu. yds.	Placing Mineral Aggregate (Unit 3)	1.15	3,231.50
3,500	yd. mi.	Hauling Mineral Aggregate	.16	560.00
200	Tons	No. 3 Oil in Place	22.00	4,400.00
53	Tons	Emulsified (or Cut-back) Asphalt in Seal Coat	22.50	1,192.50
				$ 9,826.50
				$70,556.30
			10% Engr. & Cont.	7,055.63
				$77,611.93

Length of Project 5.854 miles
Cost per mile $13,257.93

SUMMARY

Item	Total Cost	Fed. Aid Funds	Emergency Advance Funds	State Funds
Work prior to Aug. 31, 1931	$51,414.74	$25,707.37	$25,707.37	$ - - -
Work after Aug. 31, 1931	26,197.19	16,302.51(62.23%)	- - -	9,894.68
	$77,611.93	$42,009.88	$25,707.37	$9,894.68

State funds for constr.: Chap. 175, laws 1917; Chap. 31, laws 1920.

State funds for maint.: Chap. 41, laws 1927.

Oregon State Highway Department Project No. 144-G

SUTTON LAKE-FLORENCE SECTION

OF THE OREGON COAST HIGHWAY IN LANE COUNTY

(Estimate accompanying specifications for oil mat surface treatment. Not as basis for modified agreement.)

Salem, Oregon, April 21, 1932.

SURFACING (Contract Prices)

11,480 cu. yds.	Sub-base Course Surfacing	$1.46	$16,760.80
3,970 cu. yds.	Base Course Surfacing	1.55	6,153.50
2,530 cu.yds.	Top Course Surfacing	1.65	4,174.50
120,000 yd. mi.	Hauling Broken Stone (Tr. Meas.)	0.14	16,800.00
6,600 cu. yds.	Gravel Shoulders	0.40	2,640.00
13,000 yd. mi.	Hauling Shoulder Gravel	0.16	2,080.00
3,500 cu. yds.	Earth Filler	0.30	1,050.00
8,800 yd. mi.	Filler Haul	0.16	1,408.00
700 M-Gals.	Sprinkling	2.00	1,400.00
1,700 cu. yds.	Common Overburden	0.25	425.00
4,000 cu. yds.	Solid Rock Overburden	0.60	2,400.00
2,810 cu. yds.	Broken Stone in Stockpile	1.40	3,934.00
9,400 yd. mi.	Hauling Broken Stone, Pile Meas.	0.16	1,504.00
			$60,729.80

Ⓐ

OIL MAT SURFACE TREATMENT

5.9 miles	Preparation of Base	$75.00	$ 442.50
2,810 cu. yds.	Placing Mineral Aggregate	1.10	3,091.00
3,500 yd. mi.	Hauling " "	0.18	630.00
200 tons	No. 5 Oil in Place	21.00	4,200.00
53 ~~60~~ tons	Emuls. (or Cut-back) Asphalt in Seal Coat	21.00	1,260.00
			$ 9,623.50
			$70,353.30
	10% Engr. & Cont.		7,035.33
	Total		$77,388.63

Length of Project 5.854 miles

Cost per mile $13,219.78

SUMMARY

Item	Total Cost	Fed. Aid Funds	Emergency Advance Funds	State Funds
Work prior to Aug. 31, 1951	$51,414.74	$25,707.37	$25,707.37	$ --
Work after Aug. 31, 1951	$25,973.89	$16,163.55	$ --	$9,810.34
	$77,388.63	$41,870.92	$25,707.37	$9,810.34

OR 144 E

April 26, 1932.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Oregon.

Dear Sir: **Attention: Mr. C. D. Cannon**

In reply to your letter of April 20th, we are pleased to advise that prefix 20 PO-1 has been assigned to the Berry Creek-Florence bituminous macadam project on the Oregon Coast Highway in Lane County. The Federal Aid project number is 144 E and 144 G.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by L. E. Parsons/HK

ISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
OFFICE OF ~~WM. E. CHANDLER~~, DIVISION ENGINEER
~~GRANTS PASS, OREGON~~

ROSEBURG, OREGON

April 20, 1932

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: S. H. Probert

Dear Sir:

Please advise prefix assigned the Berry Creek-Florence Bituminous Macadam Project.

Very truly yours

E. A. COLLIER
Division Engineer

By C. D. Cannon
C. D. Cannon
Office Engineer

CDC:VR

PR144EG

April 20, 1932

Newport Chamber of Commerce,
Newport,
Oregon.

Attention of Mr. Louis M. Anderson, Secretary

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 12th instant, in which the State Highway Commission is asked to take steps toward the speedy completion of the Oregon Coast Highway.

You will be pleased to know that the State Highway Commission will receive bids on April 28 for the construction of a portion of this highway in Lane County. This contract is for the construction of three miles of bituminous macadam wearing surface and 7 miles of oil mat surface treatment on the Berry Creek-Florence Section. Also, bids will be received for the furnishing of ferry service across the Alsea River at Waldport for one year, ending May 31, 1933.

Arrangements are also being made for the use of this highway clear across the state from Astoria to the California state line on or before May 28, 1932. It is my understanding that the Oregon Coast Highway will be available for the use of the general public in attending the Gold Beach bridge dedication, which is scheduled to be held on May 28.

I am sending copies of your letter to the members of the State Highway Commission for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

cc Baldock

Newport Chamber of Commerce requests that Commission complete the unfinished sector of the Oregon Coast Highway

N COAST HIG AY

Commerce

Dear Sirs:

The Newport Chamber of Commerce at its session took action asking your honorable body to take steps toward the speedy completion of the unfinished sector of the Oregon Coast Highway.

It being understood by the Chamber that certain bids for rocking have been rejected.

Sincerely yours,

THE NEWPORT CHAMBER OF COMMERCE,
By Louis M. Anderson Secretary.

Copies made for Commissioners and Mr.
Baldock

ACKNOWLEDGED
H. B. GLAISYER

ALL YEAR BE CH RESORT ON THE OREGON COAST HIG AY

Newport Chamber of Commerce

NEWPORT, OREGON

April 12th, 1932

THE OREGAON STATE HIGHWAY COMMISSION,
Salem, Oregon;

Dear Sirs:

The Newport Chamber of Commerce at its session took action asking your honorable body to take steps toward the speedy completion of the unfinished sector of the Oregon Coast Highway.

It being understood by the Chamber that certain bids for rocking have been rejected.

Sincerely yours,

THE NEWPORT CHAMBER OF COMMERCE,
By Louis M. Anderson Secretary.

Copies made for Commissioners and Mr. Baldock

ACKNOWLEDGED
H. B. GLAISYER

CONTRACT#1348,

SEE:

CONTRACT#1252,

CONTRACT#1348,

SEE:

CONTRACT#1278,

20

1348 GE: Contract 1278

CONTRACT #1349,

22-1001 Grading, Trout Creek-Soda Fork
1932

41349

#134

2261

22-1001
1349

September 18, 1933

Mr. Geo. A. Mercer, Adjuster,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Attention: Carl V. Mautz.

Dear Sir:

In response to your inquiry of September 16th we wish to advise that the claim of Giant Powder Company against Johnson Bros., Co. in connection with their contract No. 1349 - Trout Creek-Soda Fork Section of the Santiam Highway in Linn County, was filed on May 25, 1933 and the claim of the Shell Oil Company was filed on June 17, 1933.

Very truly yours,

Secretary.

Dict. J. McFarland.

#134

2261

22-1001
1349

September 18, 1933

Mr. Geo. A. Mercer, Adjuster,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Attention: Carl V. Mautz.

Dear Sir:

In response to your inquiry of September 16th we wish to advise that the claim of Giant Powder Company against Johnson Bros., Co. in connection with their contract No. 1349 - Trout Creek-Soda Fork Section of the Santiam Highway in Linn County, was filed on May 25, 1933 and the claim of the Shell Oil Company was filed on June 17, 1933.

Very truly yours,

Secretary.

Dict. J. McFarland.

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING,
GEORGE A. MERCER, Adjuster,

PORTLAND, ORE.,

September 16, 1933

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract No. 1549 - Johnson Brothers Co.
Trout Creek-Soda Fork Section.

Dear Sir:

We acknowledge with appreciation your letter of September 15th, 1933.

You failed to advise us the dates of the filing of the claims of the Giant Powder Company and the Shell Oil Company, so we would appreciate this additional information at your earliest convenience.

Yours very truly,

George A. Mercer, Adjuster

By: Carl V. Mautz

CVM:

[illegible]

August 17, 1933

Aetna Casualty & Surety Company
% Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We have been informed that Giant Powder Company, Consolidated, has a claim against Johnson Bros. Co., to whom the State Highway Commission awarded State Highway Contract No. 1349, grading of Trout Creek-Soda Fork Section of the Santiam Highway in Linn County.

The claim appears to be in the sum of $1,055.00, being for explosives furnished to the contractor.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Johnson Bros. Co.
Klamath Falls
Ore.

SAMUEL T. BUSH
ATTORNEY AT LAW
TELEPHONE
GARFIELD 3448
STANDARD OIL BUILDING
SAN FRANCISCO

August 15, 1933.

File 25444

RECEIVED
AUG 17 1933
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

In re: Application for copy of contract and bond of Johnson Brothers Company, Klamath Falls, Oregon, covering contract No. 1349 for grading Trout Creek-Soda Fork Section of the Santiam Highway in Linn County, Oregon.

Gentlemen:

In compliance with the statutory requirement, I am enclosing herewith duly verified affidavit of B. O'Donnell, auditor of The Giant Powder Company Consolidated, which company holds a claim against the above named Johnson Brothers Company in the sum of $1,055.00, representing blasting material sold to said Johnson Brothers Company and used in the performance of the above mentioned highway contract.

Please be kind enough to transmit copy of said contract and bond to me for the purpose of enabling my client, the said The Giant Powder Company Consolidated, to prosecute suit thereon. If there is any charge for these documents, please so advise me and I will promptly send you check to cover.

Thanking you in anticipation of this matter receiving your usual prompt and efficient attention, I remain

Yours very truly,

Samuel Bush

STB:R
Enc.

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

B. O'DONNELL, being first duly sworn, deposes and says:

That he is auditor of THE GIANT POWDER COMPANY CONSOLIDATED and is familiar with the matter hereinafter set forth; that JOHNSON BROTHERS COMPANY, a corporation organized and existing under the laws of the State of Oregon, and having its principal place of business at Klamath Falls, is the contractor with the State of Oregon for the prosecution of certain highway construction work under contract No. 1349 awarded to said JOHNSON BROTHERS COMPANY by the Oregon State Highway Commission in connection with the grading of TROUT CREEK-SODA FORK SECTION of the SANTIAM HIGHWAY in LINN COUNTY, OREGON; that said THE GIANT POWDER COMPANY CONSOLIDATED has supplied said contractor with materials, to-wit: explosives and blasting supplies for the prosecution of the work provided for in such contract with said State of Oregon; that said materials were so supplied by delivery to said contractor, JOHNSON BROTHERS COMPANY, a corporation, at the special instance and request of said JOHNSON BROTHERS COMPANY, a corporation, and that they were so supplied on or about June 27, 1932, and that the agreed and reasonable value of said materials so supplied was and is the sum of Two Thousand Seven Hundred and Five Dollars ($2,705.00); that statement accordingly having been rendered, there was paid on account thereof the sum of One Thousand Six Hundred and Fifty Dollars ($1,650.00); that no further payment has been made, although demanded, and that there is now a balance due, owing and unpaid by said contractor in the sum of One Thousand and Fifty Five Dollars ($1,055.00); that this affidavit is made in behalf of said THE GIANT POWDER COMPANY CONSOLIDATED, being duly authorized, and for the purpose of obtaining certified copy of the above described contract and of the bond furnished by the contractor to the State of Oregon pursuant to statutory requirement.

B. O'Donnell

Subscribed and sworn to before me
this 13th day of August, 1933.
Amy B. [illegible]
Notary public in and for the City and County
of San Francisco, State of California.

#1349

22GF

22-1001
1349

June 27, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of June 24 enclosing copies of notice of claim filed by Shell Oil Company against Johnson Bros. Co. in connection with State Highway Contract No. 1349, grading Trout Creek-Soda Fork Section of the Santiam Highway in Linn County.

Copies of the notice are being sent to the contractors and the sureties on their bond.

Very truly yours

Secretary

AJ

June 27, 1933

The Aetna Casualty & Surety Company
℅ Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

Attached is copy of notice of claim filed by Shell Oil Company with the Secretary of State against Johnson Bros. Co. in connection with State Highway Contract No. 1348, grading of Trout Creek-Soda Fork Section of the Santiam Highway in Linn County.

The amount of the claim is $922.40 and is for petroleum products sold to the contractors.

This information is given you as you appear as surety on the contractors' bond.

Very truly yours

Secretary

[illegible]

cc Johnson Bros. Co.
Klamath Falls, Ore.

C. H. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

June 24, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlmen: Attention Mr. H. B. Glaisyer, Secretary

A notice of claim by Shell Oil Company for materials furnished in the amount of $922.40 against the bond taken from Johnson Brothers, principal, and Aetna Casualty Company, surety, for work on the Trout Creek-Soda Fork Section of the Santiam Highway, contract No. 1349, has been received and filed in this office today.

A copy of this notice is enclosed for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
enc. 3

Secretary of State,
State of Oregon,
Salem, Oregon.

Dear Sir:

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY, has a claim in the sum of NINE HUNDRED TWENTY-TWO and 40/100 ($922.40) Dollars against the bond taken from JOHNSON BROTHERS, as principal, and AETNA CASUALTY COMPANY, as surety, for the work of grading 3.62 miles Trout Creek-Soda Fork Sec. Santiam Highway, Linn County, Contract #1349.

Said claim is for petroleum products furnished in the construction of said above described job.

In event said claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of ONE HUNDRED FIFTY and no/100 ($150.00) Dollars, as attorney's fees and costs.

Dated this 22nd day of June, 1933.

SHELL OIL COMPANY

BY A. C. GUSKE
Division Credit Manager

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

A. C. GUSKE being sworn upon oath deposes and says: that the above statement and claim is just, true and correct; that the material therein charged was actually furnished as therein stated and that no part of the same has been paid, and the material therein charged was for the benefit of said principal and surety and the State of Oregon.

A. C. Guske

Subscribed and sworn to before me this 22nd day of June, 1933.

(SEAL)

C. W. Null
Notary Public State of Washington

Endorsed: File No. 2267
Filed June 24, 1933
HAL E. HOSS,
Secretary of State

#1349

22GF

22-1001
1349

May 20, 1933.

Hal E. Hoss, Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of May 18th with attached notice of claim which has been filed by The Giant Powder Company against Johnson Brothers Company for materials furnished amounting to $1,055.00 in connection with contract No. 1349 which covers construction on the Trout Creek-Soda Fork Section of the Santiam Highway.

We are today mailing copies of this claim to the contractor and surety.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

May 26, 1933.

Aetna Casualty & Surety Co.
C/o Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Gentlemen:

We are enclosing herewith notice of claim filed by The Giant Powder Company against Johnson Brothers Company for materials furnished amounting to $1,055.00 in connection with Contract No. 1349 which covers construction on the Trout Creek-Soda Fork Section of the Santiam Highway.

This information is given you as you appear as surety on the bond furnished in connection with this contract.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

cc - Johnson Bros. Co., Klamath Falls

CLAIM OF THE GIANT POWDER COMPANY CONSOLIDATED AGAINST JOHNSON BROTHERS COMPANY AND AETNA CASUALTY & SURETY COMPANY FOR $1,055.00 UNDER OREGON STATE HIGHWAY CONTRACT NO. 1349

To HAL E. HOSS, Secretary of State of the State of Oregon and to the STATE OF OREGON:

Notice is hereby given that the undersigned, THE GIANT POWDER COMPANY, CON., a corporation, organized under the laws of the State of California, having its principal place of business at San Francisco, in said State of California, has a claim for blasting powders and blasting materials and supplies furnished, supplied and sold and delivered to JOHNSON BROTHERS COMPANY, a corporation, organized and existing under the laws of the State of Oregon, and having its principal place of business at Klamath Falls in said State of Oregon, in the sum of One Thousand and Fifty Five Dollars ($1,055.00), representing a balance due, owing and unpaid said claimant against the bond taken from said JOHNSON BROTHERS COMPANY, a corporation, as principal, and AETNA CASUALTY & SURETY COMPANY, a corporation, as surety, for the work required to be done under contract No. 1349 awarded to said JOHNSON BROTHERS COMPANY by the OREGON STATE HIGHWAY COMMISSION covering the grading of TROUT CREEK-SODA FORK SECTION of the SANTIAM HIGHWAY in LINN COUNTY, OREGON.

THE GIANT POWDER COMPANY, CONSOLIDATED

By B. O. DONNELL
Auditor

CLAIM OF THE GIANT POWDER COMPANY CONSOLIDATED AGAINST JOHNSON BROTHERS COMPANY AND AETNA CASUALTY & SURETY COMPANY FOR $1,055.00 UNDER OREGON STATE HIGHWAY CONTRACT NO. 1349

To HAL E. HOSS, Secretary of State of the State of Oregon and to the STATE OF OREGON:

Notice is hereby given that the undersigned, THE GIANT POWDER COMPANY, CON., a corporation, organized under the laws of the State of California, having its principal place of business at San Francisco, in said State of California, has a claim for blasting powders and blasting materials and supplies furnished, supplied and sold and delivered to JOHNSON BROTHERS COMPANY, a corporation, organized and existing under the laws of the State of Oregon, and having its principal place of business at Klamath Falls in said State of Oregon, in the sum of One Thousand and Fifty Five Dollars ($1,055.00), representing a balance due, owing and unpaid said claimant against the bond taken from said JOHNSON BROTHERS COMPANY, a corporation, as principal, and AETNA CASUALTY & SURETY COMPANY, a corporation, as surety, for the work required to be done under contract No. 1349 awarded to said JOHNSON BROTHERS COMPANY by the OREGON STATE HIGHWAY COMMISSION covering the grading of TROUT CREEK-SODA FORK SECTION of the SANTIAM HIGHWAY in LINN COUNTY, OREGON.

THE GIANT POWDER COMPANY, CONSOLIDATED

By B. O. DONNELL
Auditor

Endorsed: File No. 2250
Filed May 18, 1933
HAL E. HOSS,
Secretary of State

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAY 25 1933
OREGON
STATE HIGHWAY

May 18, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

A notice of claim by The Giant Powder Company, Consolidated for materials furnished in the amount of $1,055.00, against the bond taken from Johnson Brothers Company, principal, and Aetna Casualty & Surety Company, surety, for work on the Trout Creek-Soda Fork Section of the Santiam Highway in Linn County, Oregon, has been received from Samuel T. Bush, Attorney, 501 Standard Oil Building, San Francisco, California, and filed in this office today.

A copy of this notice is enclosed for your information and files together with two additional copies, one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
enc. 3

22-1001
1349

2267

March 8, 1933

The Giant Powder Co.
Pacific Building
Portland, Oregon

Attention of Mr. L. V. Rex

Gentlemen:

Replying to your inquiry of March 6 concerning payments to Johnson Bros., Klamath Falls, for work performed by them on their contract for the construction of the Trout Creek-Soda Creek Section of the Santiam Highway, our records show that the contract was completed on November 28, and that warrant covering final payment was mailed to them on January 24, 1933.

Very truly yours

Secretary

MBG:AJ

#1349

ALL QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE

THE GIANT POWDER COMPANY CONSOLIDATED

"Everything for Blasting"

833 Pacific Bldg.,
Portland, Oregon,
March 6, 1933.

State Highway Commissioner,
Salem, Oregon.

Gentlemen:-

Would you please advise whether final payment has been made to Johnson Bros., Klamath Falls, Oregon on their grading contract known as the Trout Creek-Soda Creek Section of the Santiam Highway.

If not, can you advise approximately when such payment will be made to these people.

Very truly yours,

THE GIANT POWDER CO. CON.

By L. V. Rex

Jim
Hornabrook ?
[illegible]

Yes - Final warrant mailed on Jan. 24, 1933
Was Completed Nov. 28, 1932

RECEIVED
MAR [illegible] - 1933
OREGON
STATE HIGHWAY COMMISSION

#1349

435F

22-1001
1349

January 7, 1935

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1349 for the construction of the Trout Creek-Soda Fork Section of the Santiam Highway in Linn County has been completed by the contractors Johnson Brothers Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after January 16th, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $67,334.96 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

RECEIVED
DEC 5 - 1932
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
DEC 5 1932

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Dec. 3, 1933, 193

Job name Trout Creek - Soda Fork Grade

Week from Nov. 26 *to* Dec. 3

Mail address Cascadia, Oreg.

Highway Santiam

Telegraph or telephone address Cascadia

County Linn *Job prefix* 22 G.F.

Express and freight address Lebanon

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Monday: Crew in office on 22 G.F. final, except 3 men 2 hours remeasuring slide at sta. 1976 - 1980.

Tuesday: Crew in office on 22 G.F. final.
Trout Creek - Soda Fork job accepted as of Monday evening.

Wednesday: Crew in office, 3 men on final estimate and 2 men on P^2 projection.
Chapman called to Eugene (wife seriously ill)

NOTED
H. D. SMITH

Thursday: Crew same as Wednesday.
Chapman in Eugene.

Friday: Chapman and 2 men in office on final estimate, 3 men set clearing stakes and referenced curve points sta. 2278 - 2285+50
Chapman called back to Eugene in late afternoon.

Saturday: Crew in office, 3 men on final estimate and 2 men on P^2 projection.
Chapman in Eugene.

(See back of this sheet for instructions and detailed information)

Signed J.C.Chapman per R.M.Smith R M Smith

Title Resident Engr.

GRADING CONSTRUCTION

Total miles of grading in project 3.6

Miles completed 3.6

Miles completed except finishing

Total cubic yards in project 181,500

Cubic yards moved to date 181,500

Miles covered by contractor's forces 3.6

Miles cross-sectioned 3.6

Miles cross-sections completed and checked 3.6

Miles to be measured

Number men in Engineering Party 6

Contractor's average force for week 1 *men,*

teams, *steam shovels*

Grading work will be completed about Nov.28,1933

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 22 G.P. *Percentage* 75
2. 22 G.C. *Percentage* 25
3. *Percentage*
4. *Percentage*

FORM 9-A-1 [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

42GF

22-1009
1349

October 26, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. Dwight Glassey,
Route 4,
Albany, Oregon.

NOTED
State Highway Engineer

Dear Sir:

Receipt is acknowledged of your letter of October 24th, inquiring whether the State had any Red Cedar or Douglas Fir logs for sale.

The State Highway Commission has never had, to the knowledge of the writer, any logs for sale. In most cases the timber cleared from the right of way was returned to the owner as a right of way consideration. The State Highway Commission has entered into a contract with Lane County for clearing on the Santiam Highway. We do not know what arrangement has been made for the disposal of the logs and would suggest that you contact the County Court as it may be possible that arrangements can be made to purchase some of these logs if they have not already been disposed of as a right of way consideration.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H.G.S.
H. G. Smith,
Construction Engineer.

Dictated by

Charles E. Low

CC to
R. H. Baldock

FORM 2-A-1 752 5M 9-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
~~SALEM~~
CASCADIA

22.1001
1349

[illegible] SF

Clearing, Soda Fork - East

JULY 18, 1932

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Pursuant to your instructios as telephoned July 16th, I have prepared an estimate of the clearing of the next five miles of right of way on the Santiam Highway. The initial point of this section is at Station 2248 + 60, which point is the end of the two mile section which is already about 85 per cent cleared by Linn County.

We have located the first 2.2 miles of this section (to Station 2365) and I have worked up the clearing areas from that line. As a basis for computing the areas to be cleared on the remaining 2.8 miles, I have used a projection an the P6 line surveyed by the Bureau of Public Roads, whivh line parallels out line at an elevation from 75 to 100 feet higher.

The areas to be cleared are tabulated below by miles:

Mile 1 ----------	15.0	acres
" 2 ----------	14.0	"
" 3 ----------	11.5	"
" 4 ----------	13.0	"
" 5 ----------	11.5	"
Total	65.0	"

I would estimate the cost of clearing to be $250.00 per ~~mile~~ acrefor a total cost of $16,250.00.

Very truly yours,

J. C. Chapman
J. C. Chapman
Resident Engineer.

cc Wm. E. Chandler
Division Engineer.

72GF

22-1001
1349

July 18, 1932

Shell Oil Company
A lbany, Oregon

Gentlemen:

Receipt is acknowledged of your inquiry of July 16th concerning Johnson Brothers Company's contract.

Please be advised that the above firm have contract No. 1349, which is known as the Trout Creek - Soda Fork section of the Santiam Highway in Linn County, consisting of 3.62 miles of grading. The bond furnished in connection with the contract was written by the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson, who have offices in the Yeon Building, Portland, are resident agents. The amount of the bond is $60,518.00. Completion date of this contract is November 30, 1932.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By
Secretary

JM:RMB

SHELL OIL COMPANY

ALBANY

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

July 16th, 1932

Oregon State Highway Commission
Salem, Ore.

Gentlemen:

Will you kindly inform us the name of the bonding company and the name and address of the agent of said company who are furnishing the surety for Johnson Bros.

Johnson Bros. are now working on Santaim Highway above Cascadia, Ore.

Your help in this matter will be very much appreciated.

Yours very truly,

SHELL OIL COMPANY

RECEIVED
JUL 17 1932
OREGON
STATE HIGHWAY COMMISSION

22-1001
1349

22-6F

May 19, 1932

Johnson Bros. Co.,
Klamath Falls,
Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Trout Creek-Soda Fork Section of the Santiam Highway in Linn County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

226F

22-1001
1349

May 19, 1932

Columbia Food Company
327 East Salmon Street
Portland, Oregon

Gentlemen:

In response to your inquiry of May 12 concerning Johnson Bros. Co., contractors, of Klamath Falls, we wish to advise that this firm has State Highway Contract No. 1349 which covers 3.62 miles of grading in Linn County on the Trout Creek-Soda Fork section of the Santiam Highway.

The bond furnished in connection with the above contract was written by the Aetna Casualty & Surety Company, represented by Bates, Lively & Pearson, Yeon Building, Portland. The amount of the bond is $60,318.00. The completion date of the contract is November 30, 1932.

When selling merchandise to contractors, it is not necessary to file copy of each sale made, in this office.

Yours very truly,

STATE HIGHWAY COMMISSION

JMcF:jn

Secretary

COLUMBIA FOOD COMPANY
510 WEATHERLY BUILDING
LANCASTER 1376

PORTLAND, OREGON

RECEIVED
MAY 13 1932
OREGON
STATE HIGHWAY COMMISSION

May 12, 1932

Oregon State Highway Commission,
Salem, Ore.

Gentlemen:

It is probable that we will be called upon to advance Johnson Bros. Co., (Road Cortractors) a moderate line of credit, but before so doing, would like to make inquiries as to the nature and length of their contract, o or job, and as to how often or when they receive advances from your commission.

When selling, should a copy of each sale be filed with you?

Any information you may feel justified in giving us will be appreciated and held confidential.

Thanking you in advance for an early reply in the enclosed stamped envelope, we are,

Respectfully yours,
COLUMBIA FOOD CO.
By Terry

Headquarters will be at Cascadia

Form 30—1248—2M—10-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 14, 1932, 193

Job name Trout Creek - Soda Fork Grade

Week from May 9 to May 14

Mail address Cascadia, Oregon.

Highway Santiam

Telegraph or telephone address " "

County Linn Job prefix 22 GF

Express and freight address Lebanon, "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.

Monday to Saturday noon: Cross - sectioned slides, cross - sectioned fills where material is to be hauled beyond free haul limits, set blue-tops on warped fills on Ranger Station - Bryant Hill and Bryant Hill - Trout Creek Sections.

Saturday PM: Staked culvert pipes, 2142 to 2185.

The contractor is building his camp at Trout Creek. The site is on government land, and approval of the location was obtained from the District Forest Supervisor.

A sixty caterpillar with McMillan scraper started excavating at the west end of the project Friday.

RECEIVED MAY 16 1932

RECEIVED
MAY 17 1932
OFFICE OF
CONSTRUCTION ENGINEER

(See back of this sheet for instructions and detailed information)

Signed J C Chapman
J. C. Chapman

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project 3.6

Miles completed

Miles completed except finishing

Total cubic yards in project 167,000

Cubic yards moved to date 500

Miles covered by contractor's forces

Miles cross-sectioned 0.6

Miles cross-sections completed and checked

Miles to be measured

Number men in Engineering Party

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about Nov. 30, 1932

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 22 GP *Percentage* 97
2. 22 GE *Percentage* 3
3. .... *Percentage*
4. .... *Percentage*

Form 39—1248—2M—10-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date April 30, 1932

Job name Trout Creek - Soda Fork Grading

Week from April 25 *to* April 30

Mail address Cascadia, Oregon.

Highway Santiam

Telegraph or telephone address " "

County Linn *Job prefix* 22 GW

Express and freight address Lebanon, "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Monday: Ran in center line 1980 to 2026. Self, going over job with contractors.

Tuesday, Wednesday: Twomen running center line levels 1940 to 2026; two men making stakes and hubs; one man driving Ford in hauling contractors on the job.

Thursday, Friday, Saturday: Putting in grading stakes 1942 to 1975.

Johnson, the successful bidder on the job, looked over the project again Friday. His equipment is at Bend and he plans to have it on the job in a week or ten days. He will use a Loraine 75 shovel, 2 60 tractors with scrapers, and one 60 tractor with bull-dozer. He has a smaller shovel which I have advised him to bring in, as I believe two shovels will be required to finish the job on time.

The Forest Service has completed the Elk Creek bridge on the old road and we will be able to get back on the Soda Fork - Sheep Creek location next week.

RECEIVED
MAY 2 1932

RECEIVED
MAY 2 - 1932
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAY 3 1932
OFFICE OF
MAINTE[illegible] ENGINEER

(See back of this sheet for instructions and detailed information)

Signed J. C. Chapman
J. C. Chapman

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project 3.6

Miles completed

Miles completed except finishing

Total cubic yards in project 167,000

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned 0.6

Miles cross-sections completed and checked

Miles to be measured

Number men in Engineering Party 6

Contractor's average force for week .... men, ... teams, ... steam shovels

Grading work will be completed about Nov. 30, 193[illegible].

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... men, ... teams, ... trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men, ... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 22 CP Percentage 100
2. .... Percentage ....
3. .... Percentage ....
4. .... Percentage ....

CONTRACT# 1352,

PR 38 Pendleton-Emigrant Hill, Widen 1932
& Surfacing

1352

38

November 1, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of October 25, 1935, we are enclosing herewith five copies of revised project statement map for the Pendleton-Emigrant Hill Section, on which map the line revision in connection with the proposed overcrossing has been indicated.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

OREGON STATE HIGHWAY DEPARTMEN

Sketch Map

PENDLETON-EMIGRANT HILL SECTI

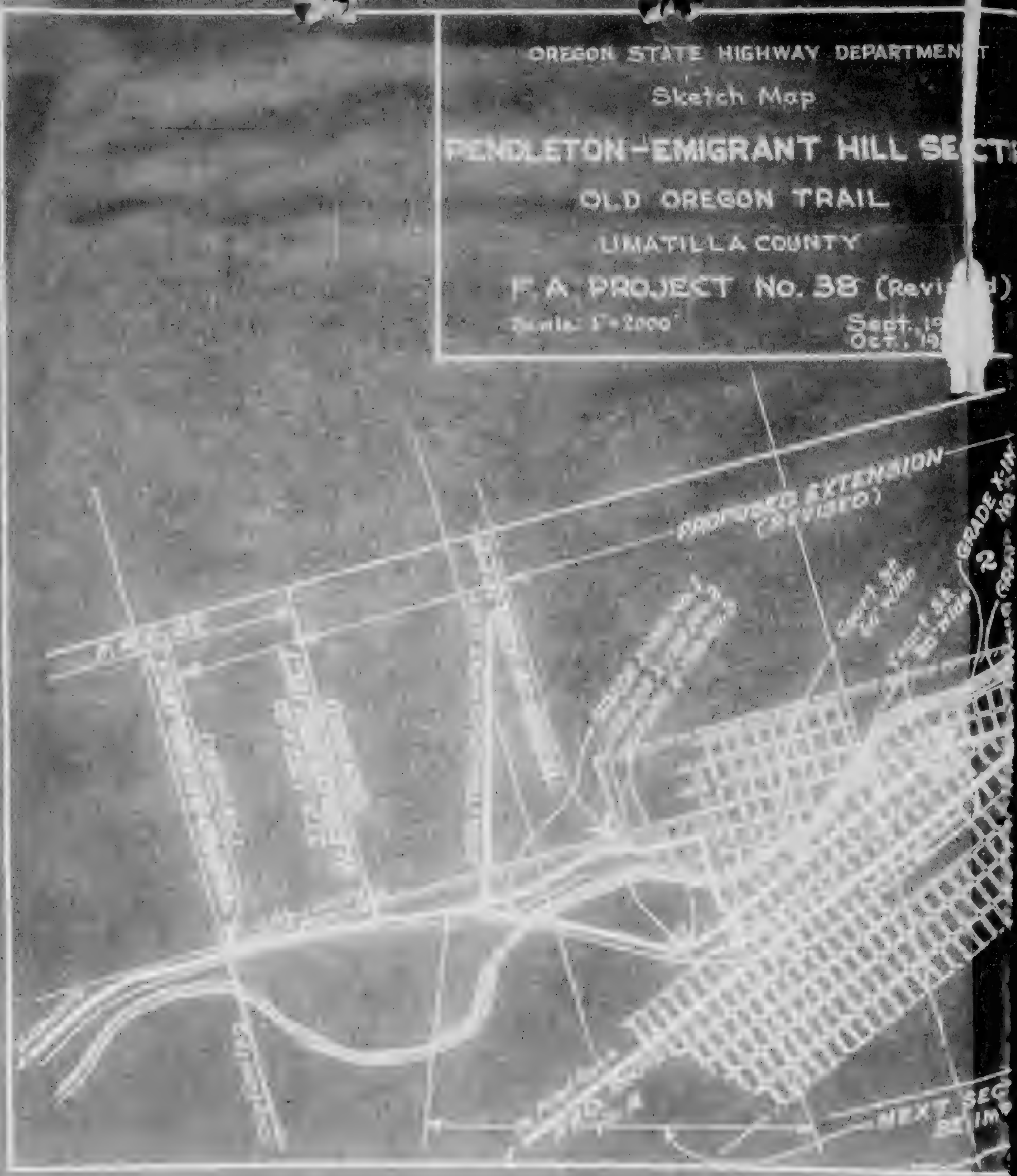
OLD OREGON TRAIL

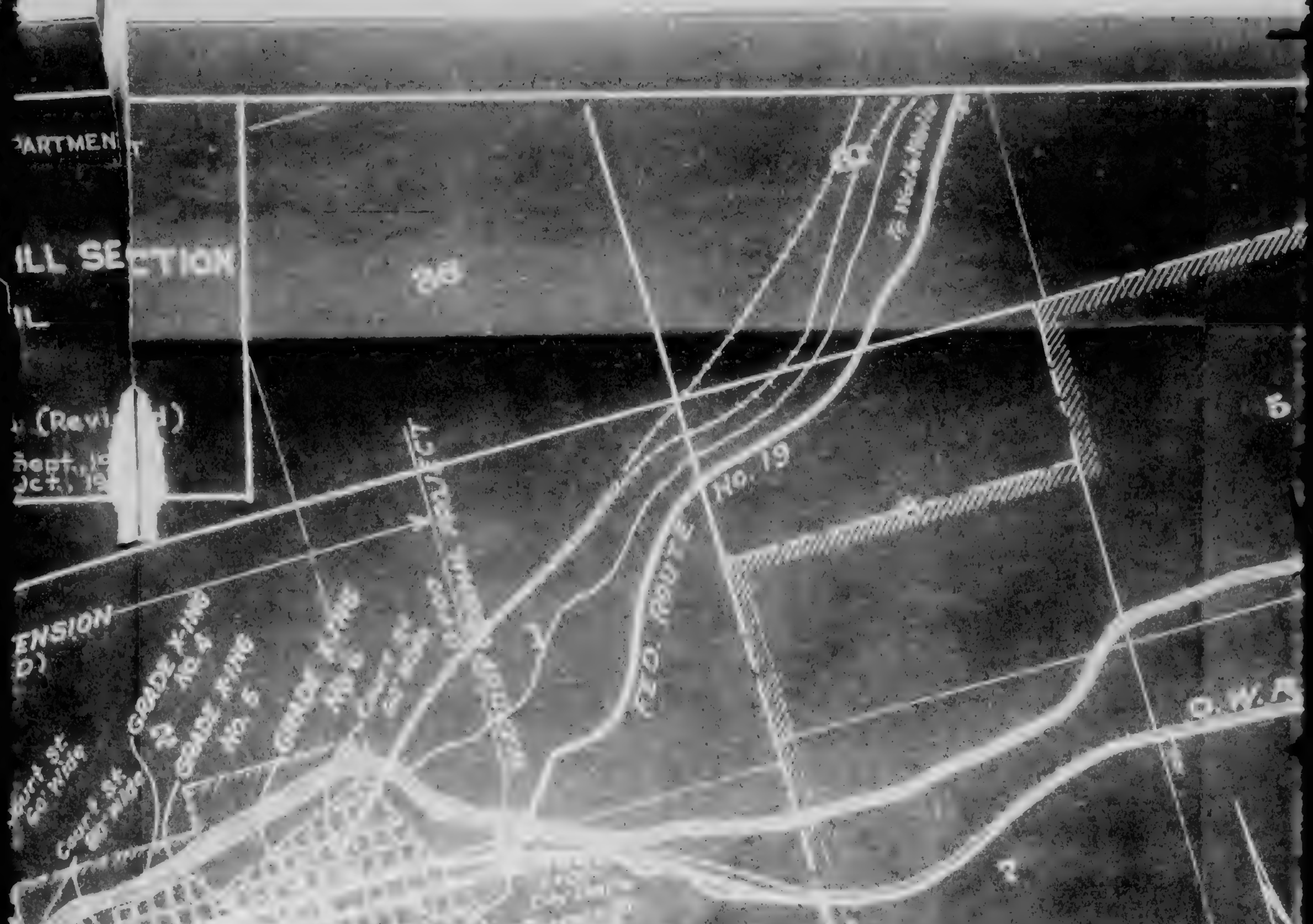
UMATILLA COUNTY

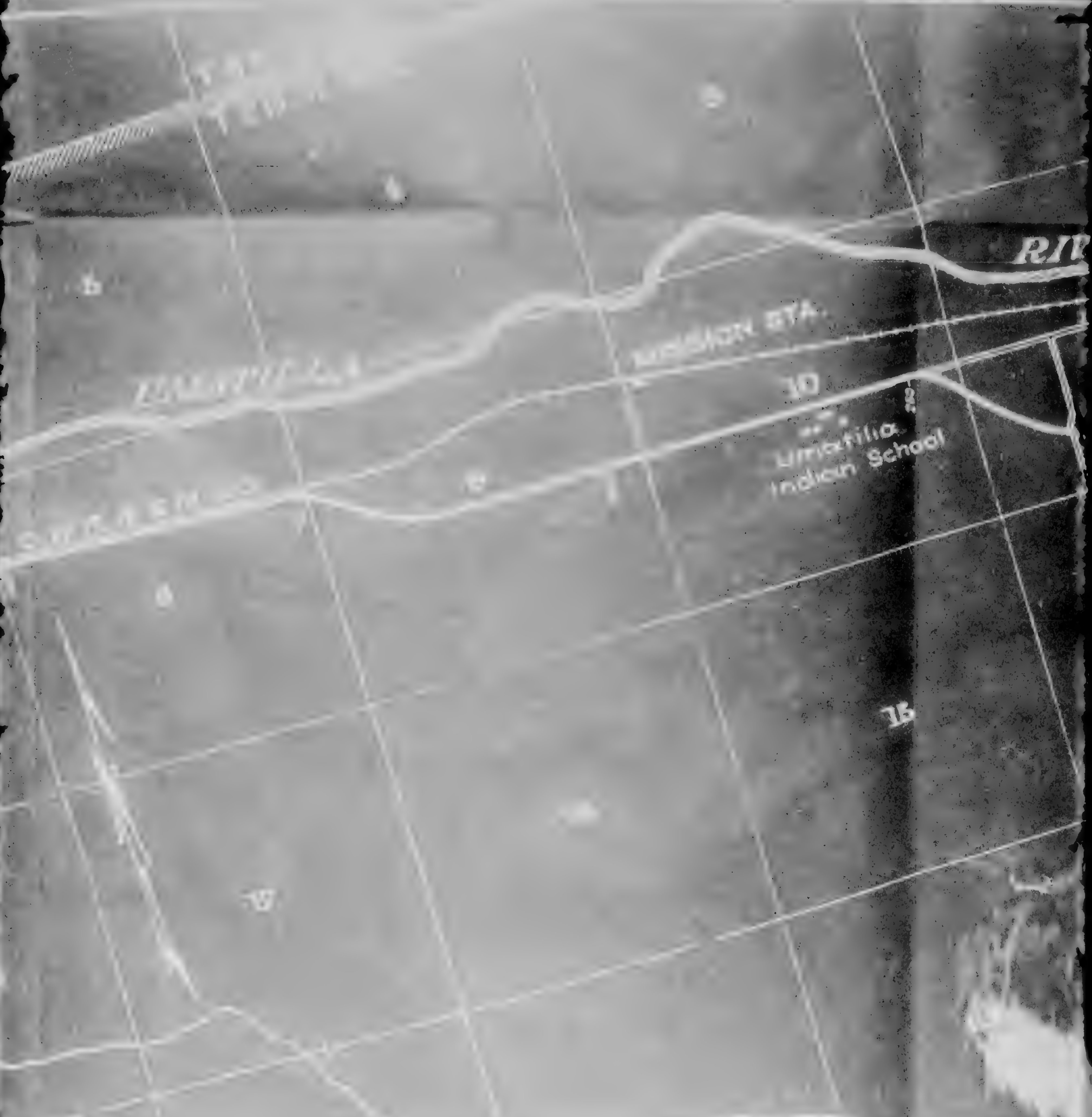
F.A. PROJECT No. 38 (Revi d)

Scale: 1"=2000'

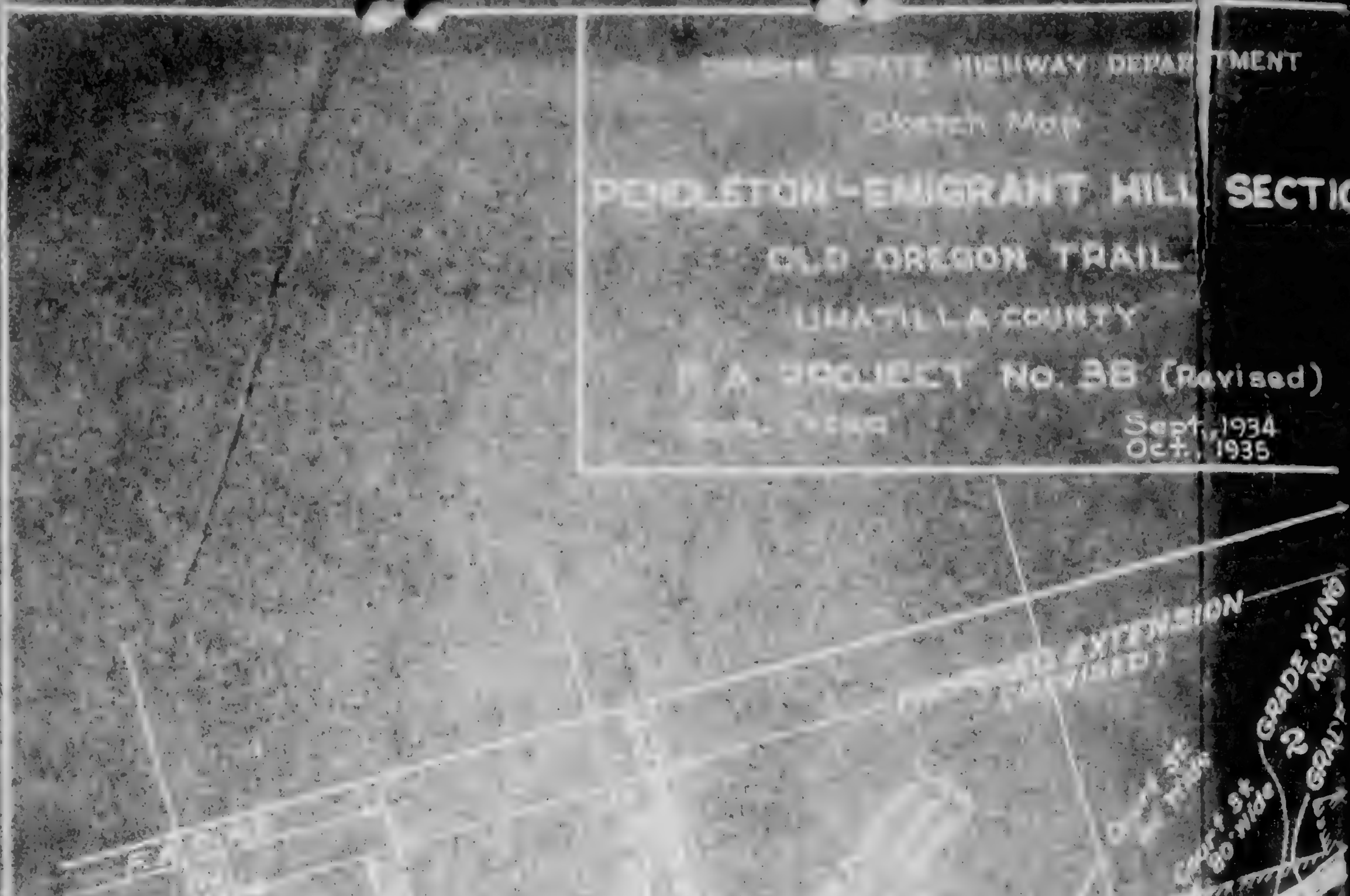
Sept. 19
Oct. 19




PARTMENT
ILL SECTION
IL
(Revi d)
Sept., 19
Oct., 19
ENSION
D)
28
5
O.W.R.
Court St. 60' wide
Court St. 80' wide
GRADE X-ING No. 4
GRADE X-ING No. 5
GRADE X-ING No. 6
O.-O. ROUTE No. 19
7
12
PENDLETON
PROPOSED GRADE SEPARATION
18
13
NEXT SECTION TO BE IMPROVED


RIV
UMATILLA
MISSION STA.
10
Umatilla
Indian School
15

RIVER
118
10
School
118
END OF PROJECT
35
36
118
25
26



OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

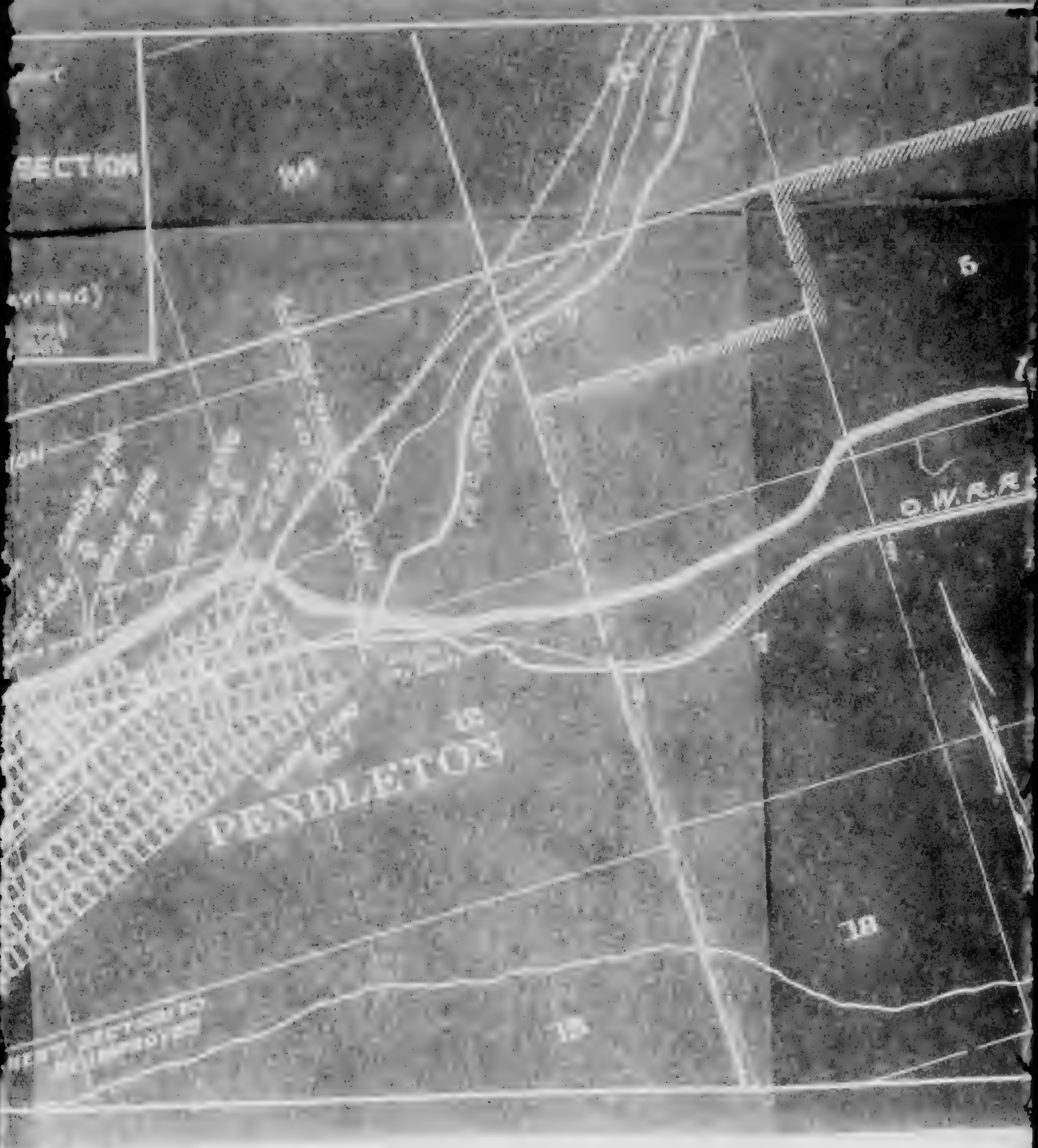
PENDLETON-EMIGRANT HILL SECTI

OLD OREGON TRAIL

UMATILLA COUNTY

F A PROJECT No. 38 (Revised)

[illegible] Sept. 1934
Oct. 1935


SECTION
10
(Revised)
6
7
O.W.R.R.
16
PENDLETON
18
15

RIVER

RIVER

PR 38

December 31, 1934

Mr. W. E. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement map for the Pendleton-Emigrant Hill Section, Project No. 38, which map has been revised to show the proposed new route of the highway at the west entrance to Pendleton. In addition, your attention is called to a correction made on the map concerning the west city limits, the previous map indicating this point incorrectly.

Very truly yours,

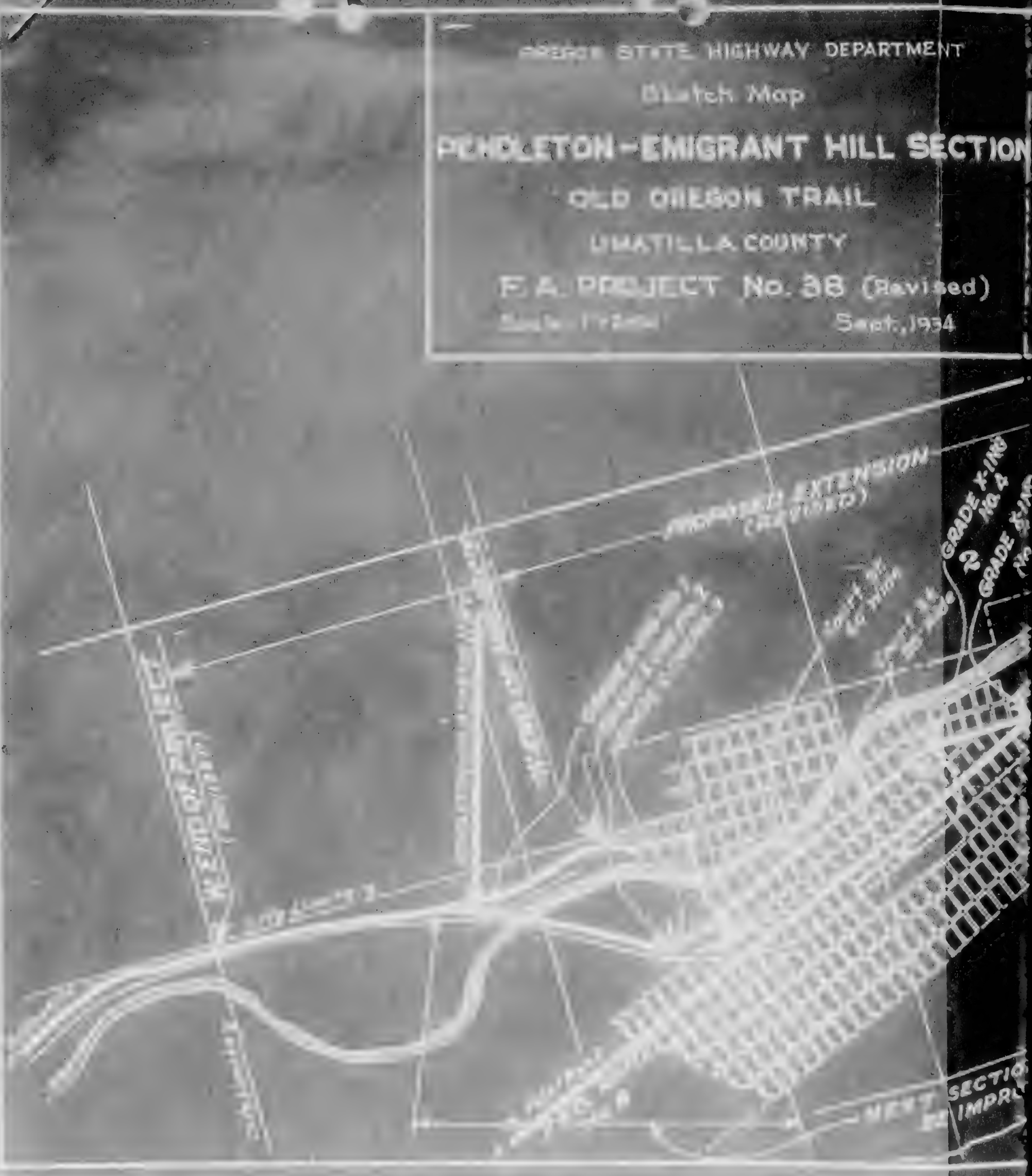
R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.



OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

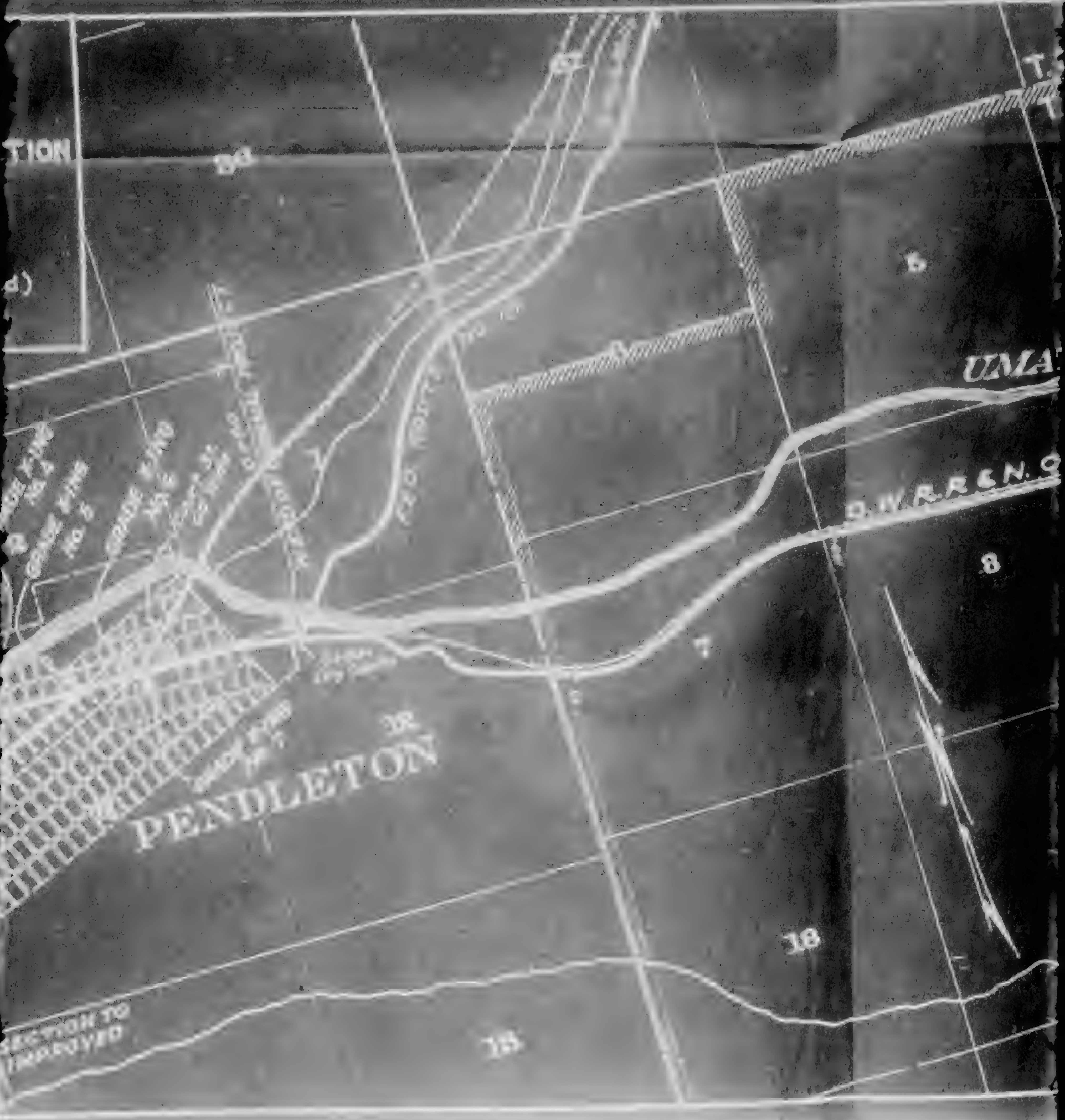
PENDLETON-EMIGRANT HILL SECTION

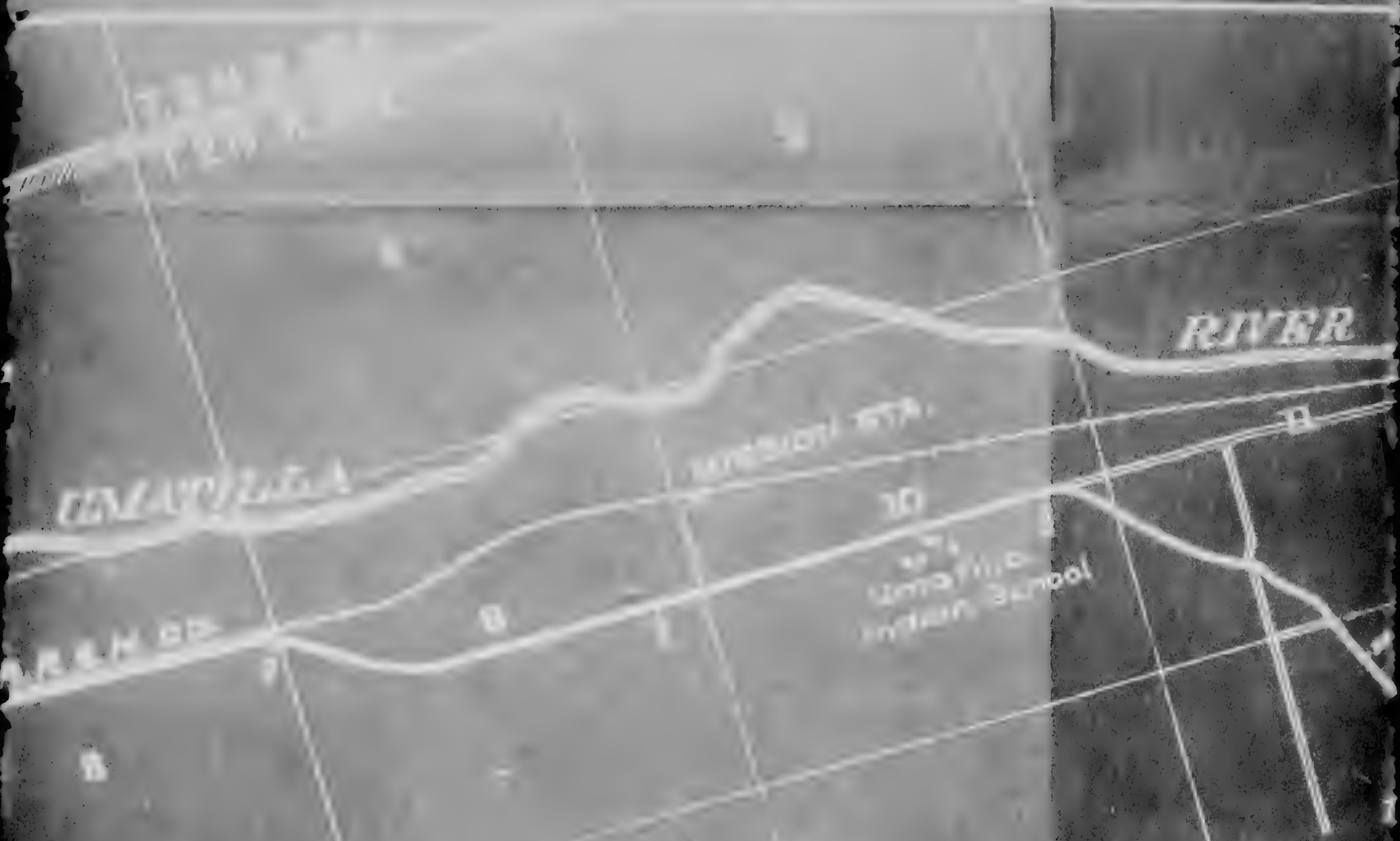
OLD OREGON TRAIL

UMATILLA COUNTY

F. A. PROJECT No. 38 (Revised)

Scale [illegible] Sept., 1934


TION
31
d)
T.
6
UMA
O.W.R.R.& N. C
8
7
PENDLETON
12
18
13
GRADE F'ING No 5
GRADE F'ING No 6
ECTION TO
IMPROVED


RIVER
UMATILLA
MISSION STA.
10
Umatilla
Indian School
R & N CO.
8
7
12

RIVER
STA.
33
Umatilla Indian School

#135

38

March 19, 1924

Bureau of Contract Information, Inc.
Securities Building,
Washington, D. C.

Attention: W. R. Richards.

Gentlemen:

In response to your inquiry of March 14th we wish to advise that the address of the Oregon-Washington Paving Company is Clackamas, Oregon.

The above inquiry was in connection with claim against Standard Asphalt Paving Company, Spokane, Washington, Contract No. 1582 in Umatilla County, Oregon.

Very truly yours,

Secretary.

Dict. by J. McFarland.

Bureau of Contract Information, Inc.
Securities Building
729 Fifteenth St. N.W.
Washington, D.C.

March 14, 1934.

Mr. R. H. Baldcock,
State Highway Engineer,
State Highway Commission,
Salem, Oregon.

Dear Mr. Baldcock:

RE: STANDARD ASPHALT PAVING CO.
Spokane, Washington.

We thank you for furnishing us with information regarding the above concern in connection with their contract for Road Oiling, #1352, Commenced 4/28/32 and Completed 9/8/32.

We note your statement that the Oregon-Washington Powder Company filed a claim in the amount of $752.00 for material. In the event you are familiar with the address of this company, will you kindly furnish us with same.

Assuring you of our appreciation of your cooperation and thanking you for a prompt reply, we are

Very truly yours,

BUREAU OF CONTRACT INFORMATION, INC.

W. R. Richards

W. R. RICHARDS,
Assistant to President.

y

February 2, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

State Highway Engineer

Dear Sir:

Your letter of January 12th, advising of the approval of the project statement for Federal Aid Project No. 38 (Pendleton to Cabbage Hill), states that the approval was made subject to the following conditions:

1. That the State Highway Department will initiate proceedings to provide for the elimination of grade crossings of the O. S. R. R. & N. and N. P. Railroads.

2. That, pending such elimination, the State Highway Department will initiate action to secure the installation of safeguards at said grade crossings, adequate for the protection of grade crossings of their respective classes.

3. That, prior to the approval of plans and specifications involving the improvement of that portion of the project west of its junction with Oregon Federal Aid Highway Route No. 30, the State Highway Department shall adopt a routing for Federal Aid Routes 1 and 30 through the City of Pendleton, so as to make said routes coincident between said junction and Star Street.

Our State Highway Commission objects to condition No. 1 for the following reasons:

1. The grade crossings referred to are within the corporate limits of a city having a population geater than 2,500, and because of that fact the Federal Government cannot be depended upon to cooperate in the cost of their elimination.

2. The grade crossings are on city streets, and, therefore, their elimination is a problem for the city to work out rather than the State Highway Commission. The State Highway Commission has no jurisdiction over the city streets and it is necessary for the City Council to order the grade changes. The required grade change may cause considerable property damage.

3. There are other grade crossings on the state highway system and on the federal aid highway system that constitute greater hazards than do these, and which, therefore, should have attention first.

4. The state funds at the command of the Highway Commission are very limited, and the Highway Commission is of the opinion that such state funds as are available can be used more advantageously elsewhere.

5. As the project for which the project statement concerned was submitted is an N. R. M. project estimated to cost only $5,000, it appears somewhat unreasonable to condition its approval on the Highway Commission assuming an obligation amounting to at least $100,000.

The Highway Commission also objects to condition No. 3 for the reasons that the proposed change in highway routing will increase the distance to be traveled on whichever one of the two routes is changed, and congestion will be increased by concentrating the traffic of both highways on the same street.

For the reasons above set forth, the Highway Commission feels that it cannot accede to conditions 1 and 3, and that unless those conditions can be withdrawn, it must abandon the proposed Pendleton Project (N. R. M. 38-B) for the time being.

An early reply will be appreciated, as final decision should, if possible, be made before February 15th, the date on which bids for the Pendleton Project are to be opened.

Very truly yours,

State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 12, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The Acting Chief of Bureau on January 8, 1934, approved the project statement for Oregon Federal Aid Project No. 38, revised, to provide for the improvement of an extension to the project westerly into and through the City of Pendleton. The length of the project as amended is 8.8 miles.

Approval was made subject to the following conditions:

1. That the State Highway Department will initiate proceedings to provide for the elimination of grade crossings of the O.S.R.R. & N. and N.P. Railroads.

2. That, pending such elimination, the State Highway Department will initiate action to secure the installation of safeguards at said grade crossings, adequate for the protection of grade crossings of their respective classes.

3. That, prior to the approval of plans and specifications involving the improvement of that portion of the project west of its junction with Oregon Federal Aid Highway Route No. 30, the State Highway Department shall adopt a routing for Federal Aid Routes 1 and 30 through the City of Pendleton, so as to make said routes coincident between said junction and Star Street.

On the sketch map, the road to Pilot Rock is designated Federal Aid Route No. 8. By the Secretary's letter of December 5, 1932, this road was included in Federal Aid Route No. 30. We have accordingly corrected the designation on the sketch map.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

REFERRED TO
Prokert
State Highway Engineer

RRED TO
hway Engineer

Geo
Please write letter asking him as recommended,
RHB

December 21, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith five copies of revised project statement for the Pendleton-Emigrant Hill Section, Project No. 38.

It is our request that the west end of the project be extended to the west city limits of Pendleton.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/OS

Encl.

STATE Oregon

PROJECT NO. 38 (Revised)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT
AS REQUIRED BY
FEDERAL AID ROAD ACT
Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) December 21, 1933

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Pendleton-Emigrant Hill Section, Old Oregon Trail
2. Between control points of official description: Pendleton and LaGrande
3. Between intermediate control points if used: .... and ....

County of Umatilla

4. Length in miles (gross) 8.8 (net) 8.8
5. Preliminary estimate of cost: Total, $250,000; section of road to be next ~~first~~ improved, $12,000,

of which $........ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: .... (Amount.)

Current Income Sufficient to Insure Compl: Chap. 175, laws 1917: Chap. 31, laws 1920
(Source; refer to statute.)

(b) County ....
(Amount.) (Source; refer to statute.)

8—6073

STATE

PROJECT NO.

7. Funds for maintenance to be provided by **State** (State or (and) county.), from the following sources: **Current Income, Chap. 41, Laws 1927** (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: **Treasurer of the State of Oregon**

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION

By

Chairman (Title of officer.)

By

Commissioner (Title of officer.)

By

Commissioner (Title of officer.)

GOVERNMENT PRINTING OFFICE 8—3073

110,000
60,000
12,000

STATE Oregon

PROJECT NO. 38 (Revised)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) Dec 21 1933

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts

1. Local name of road Pendleton - Emigrant Hill Sec. Old Oregon Trail
2. Between control points of official description: Pendleton and La Grande
3. Between intermediate control points if used: ______ and ______

County of Umatilla

4. Length in miles (gross) 8.8 (net) 8.8
5. Preliminary estimate of cost: Total, $ 50,000; section of road to be ~~first~~ next improved, $ 12,000,

of which $ ______ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: ______ (Amount.)

Current Income sufficient to [illegible] Chap 175 Laws 1917; Chap 31, Laws 1920
(Source; refer to statute.)

(b) County ______
(Amount.) (Source; refer to statute.)

8—5072

7. Funds for maintenance to be provided by State (State or (and) county.), from the following sources: Current Income, Chap 41 Laws 1927 (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

State Highway Commission
(Official title of Highway Department.)

By

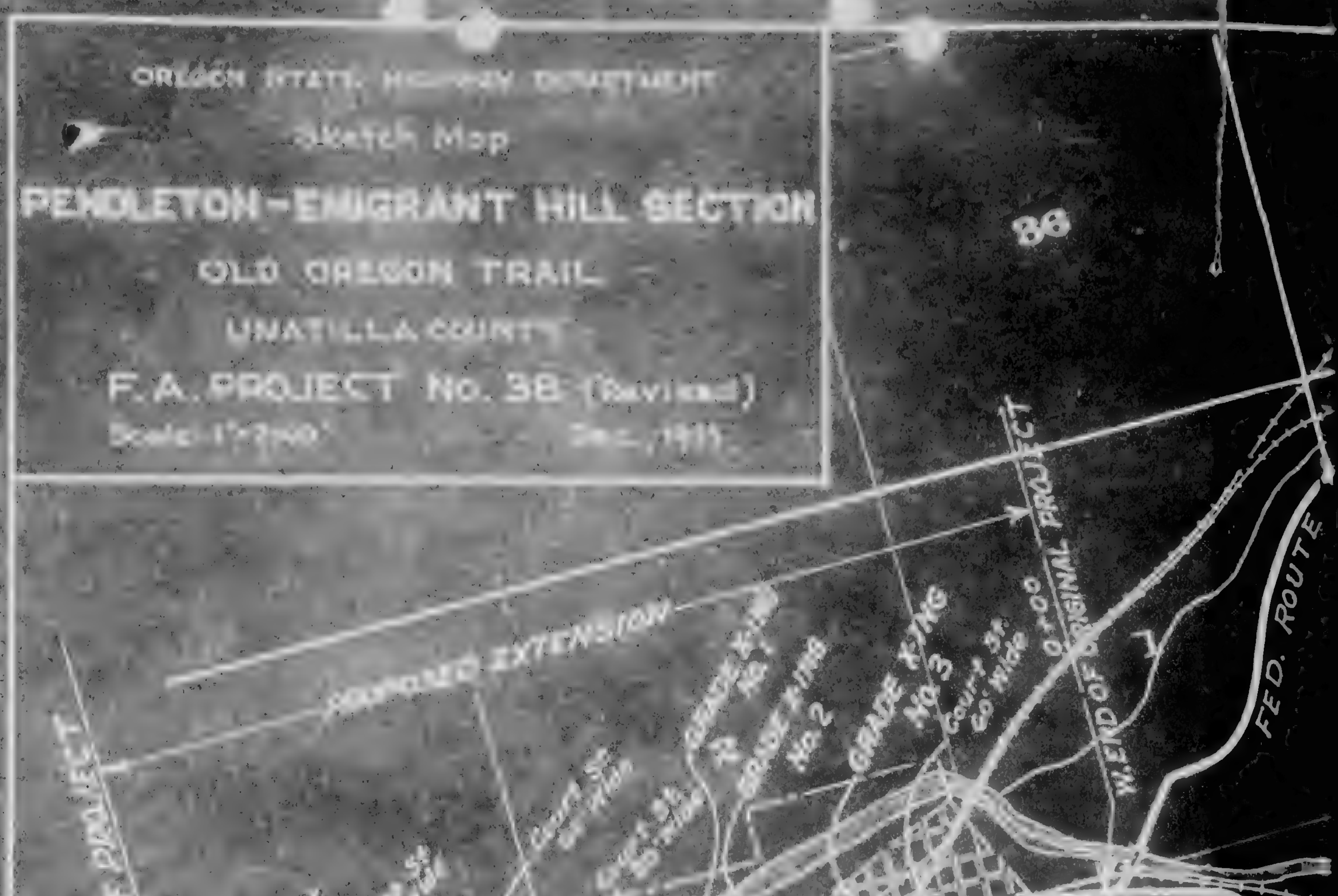
(Title of officer.)

By

(Title of officer.)

By

(Title of officer.)



OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

PENDLETON - EMIGRANT HILL SECTION

OLD OREGON TRAIL

UMATILLA COUNTY

F. A. PROJECT No. 38 (Revised)

Scale: 1"=2000' Dec., 1919

T.3N.R.33E
T.2N.R.33E
4
5
UMATILLA
9
8
TON
16

DA
RIVER

RIVER
22
END OF PROJECT
R.R.

FORM 5-H-1 9072 5M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

OK 38

September 18, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. J. H. Bishop

Dear Sir:

I am enclosing Minor Betterment order 20 MB-507 in the amount of $10.00. This betterment order covers the extension of a culvert on the Pendleton-Emigrant Hill Section, which creates a traffic hazard.

Very truly yours,

WCWilliams

Division Engineer.

WCW:CW
Encls.

cc R. H. Baldock.

NOTED
State Highway Engineer

RECEIVED
SEP 19 1933
SALEM

OR38

September 13, 1933

Messrs Wood, Montague, Matthiessen & Rankin
Attorneys and Counselors
1310 Yeon Building
Portland, Oregon

Attention Mr. W. L. Gosslin

Gentlemen:

Replying to your letter of September 12 regarding the Standard Asphalt Paving Company's contract for the construction of the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County, State Highway Contract No. 1352, you are advised that the records show this contract was completed on September 6, 1932, and was formally accepted by the Commission on November 1, 1932.

Very truly yours

Secretary

HBG:jn

WOOD, MONTAGUE, MATTHIESSEN & RANKIN
ATTORNEYS AND COUNSELORS

CABLE ADDRESS "LINWOOD"
ABC AND SCOTT'S CODES

RICHARD W. MONTAGUE
ERSKINE WOOD
MARK H. MATTHIESSEN
ROBERT R. RANKIN

BERT S. GOODING
W. L. GOSSLIN

1310 YEON BUILDING
PORTLAND, OREGON

September 12, 1933.

RECEIVED
SEP 13 1933
OREGON
STATE HIGHWAY COMMISSION

SUBJECT:

State Highway Commission,
Salem, Oregon.

Gentlemen:

Would you please inform us as to the date of the acceptance by the State Highway Commission of the work performed under the contract between the Commission and the Standard Asphalt Paving Co. for the construction of a bituminous macadam wearing surface on the Pendleton-Emigrant hill section of the Old Oregon Trail in Umatilla County, State Highway Contract #1352.

Yours very truly,

WOOD, MONTAGUE, MATTHIESSEN & RANKIN

BY WLGosslin

WLG:R

#1352

OR 38

September 1, 1933

Cascade Investment Company
East First and Main Streets
Portland, Oregon

Attention of Mr. Larry G. Beyer, Vice-President

Gentlemen:

Responding to your request of August 29, I am handing you a copy of the claim filed by J. W. Thompson against the Standard Asphalt Paving Co., being for labor performed in connection with the contract awarded by the State Highway Commission to the Standard Asphalt Paving Company for the construction of a bituminous macadam wearing surface on the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County, State Highway Contract No. 1352.

Very truly yours

Secretary

HBG:AJ

TELEPHONE EAST 8315

CASCADE INVESTMENT COMPANY
GENERAL HAULING
CONTRACTORS
OFFICE AND GARAGE
EAST FIRST AND MAIN STREETS

PORTLAND, OREGON

August29, 1933.

Mr. Probert,
Oregon State Hy. Comm.,
Salem, Oregon.

Dear Sir:-

We are advised by Mr. Green, of the Standard Asphalt Paving Company, that a party by the name of J. W. Thompson has filed a labor claim against his bond on the Pendelton-Emigrant Hill Contract of last summer.

In this connection we wish to advise you that this Mr. Thompson was a driver employed by Jake Rebman on a truck which we hired to help out on this jbb, we having the sub on hauling materials. Just before the filing of this claim Mr. Rebman went into bankruptcy. We want you to understand this is no direct claim either against us or the Standard Asphalt Paving Company.

If you will be good enough to send us a copy of the claim we will turn same over to our attorneys with the thot in mind of getting it off the records just as soon as possible.

Thanking you for this and past favors, we are,

Very truly yours,

CASCADE INVESTMENT COMPANY

BY Larry G Beyer Vice-Pres.

#135

August 31, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of August 30 enclosing copies of notice of claim filed by J. W. Thompson against Standard Asphalt Paving Co. in connection with its contract for the construction of the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County.

Copies of the notice are being mailed to the contractor and its surety.

Very truly yours

Secretary

AJ

August 31, 1938

U. S. Fidelity & Guaranty Company
℅ C. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed by J. W. Thompson against Standard Asphalt Paving Company to which the State Highway Commission awarded the contract for the construction of the Pendleton-Emigrant Hill Section of the Old Oregon Trail.

The claim is in the sum of $164.87 for labor performed for the contractor.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Standard Asphalt Paving Co.
Chronicle Building
Spokane, Wn.

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
AUG 31 1933
OREGON
STATE HIGHWAY COMMISSION

August 30, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

The Bureau of Labor has forwarded to this office a notice of claim by J. W. Thompson for labor performed in the amount of $164.37 against the bond taken from Standard Asphalt Paving Company, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Oregon State Highway in Umatilla County.

A copy of this notice is enclosed for your information and files together with two additional copies, one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

COPY

Portland, Oregon,

July 5, 1933.

Secretary of State,
Salem, Oregon.

U. S. Fidelity & Guaranty Co.,
Porter Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, J. W. Thompson, has a claim for wages in the sum of $184.37 against the bond taken by the Standard Asphalt Paving Company, as principal, and U. S. Fidelity & Guaranty Company as surety, for work, labor and services performed as a truck driver, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of May 23rd 1932, and September 7th, 1932, for the construction of the Oregon State Highway in Umatilla County between Pendleton and Cabbage Hill.

Very truly yours,

J. W. THOMPSON

Endorsed: File No. 2302
Filed August 30, 1933
HAL E. HOSS,
Secretary of State

#135

PR 38

August 25, 1933

Bureau of Labor
101 Court House
Portland, Oregon

Gentlemen:

Receipt is acknowledged of your letter of August 24 wherein you request copy of contract that was awarded by the State Highway Commission to Spokane Paving Company for the construction of the highway between Pendleton and Cabbage Hill.

The Commission has never had a contract with the Spokane Paving Company but, no doubt, the claimant, Mr. Johnson, has reference to State Highway Contract No. 1352 which was awarded to the Standard Asphalt Paving Company, Spokane, for the construction of the Pendleton-Emigrant Hill Section of the Old Oregon Trail. We are, therefore, mailing you a certified copy of this contract under separate cover.

Very truly yours

Secretary

AJ

STATE OF OREGON
BUREAU OF LABOR

August [illegible], 1933

U. S. Fidelity & Guaranty Company
% C. C. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

Attached is copy of affidavit of J. W. Thompson regarding his claim against Cascade Investment Company, subcontractor under the Spokane Paving Company.

Undoubtedly, the affiant means Standard Asphalt Paving Co., Spokane, instead of Spokane Paving Company, to whom the State Highway Commission awarded State Highway Contract No. 1382 for the construction of the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County.

We are transmitting this information to you as you appear as surety in connection with the above-described contract.

Very truly yours

Secretary

AJ

cc Standard Asphalt Paving Co.
Chronicle Building
Spokane, Wn.

H. ELREY
ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

BRANCH OFFICE
101 COURTHOUSE
PORTLAND, OREGON

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM
COMMISSIONER
CAPITOL BUILDING
SALEM, OREGON

O. D. MATTHEWS, DEPUTY
324 N. SIXTH STREET
KLAMATH FALLS, OREGON

FRED O. SMALL, ATTORNEY
MELHASE BUILDING
KLAMATH FALLS, OREGON

Portland, Oregon,

August 24, 1933.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

You will find enclosed affidavit of J. W. Thompson, who was employed on the Oregon State Highway between Pendleton and Cabbage Hill, Oregon, by the Cascade Investment Company, sub-contractor under the Spokane Paving Company. Will you please send the copy of contract and bond to this office, inasmuch as the claim has been assigned to us for handling.

#1352

Very truly yours,

BUREAU OF LABOR

By Charles H. Elrey
Deputy Commissioner of Labor

CHE/GK

Enc.

RECEIVED
AUG 25 1933
OREGON
STATE HIGHWAY COMMISSION

ADDRESS YOUR ANSWER TO
BUREAU OF LABOR
101 COURT HOUSE
PORTLAND, - OREGON
ADDRESS ALL COMMUNICATIONS TO THE BUREAU OF LABOR

STATE OF OREGON,)
) SS.
COUNTY OF MULTNOMAH.)

I, J. W. Thompson, being first duly sworn depose and say that I was employed by the Cascade Investment Company, sub-contractor under the Spokane Paving Company, as a truck driver at the rate of 55¢ per hour, and that I performed work, labor and services on behalf of said Cascade Investment Company on the Oregon State Highway between Pendleton and Cabbage Hill; that I performed work in excess of eight hour per day and I have not been paid in accordance with the laws governing overtime work perormed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $ 164 37 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has failed and refused to pay; that I make this affidavit to secure a certified copy of the bond and contract of the Spokane Paving Company from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

J W Thompson

Subscribed and sworn to before me this 5th day of July, 1933.

Gerald C. Knapp
Notary Public for Oregon

My commission expires 9/15/36

RECEIVED
AUG 25 1933
OREGON
[illegible] Y COMMISSION

#135

OR 38

May 3, 1933

United States Fidelity and Guaranty Co.
1308 Porter Building
Portland, Oregon

Attention: R. B. Mason
Supt. of Claims

Gentlemen:

This letter is to acknowledge receipt of yours of the 1st instant inclosing duplicate signed copy of release and assignment of claim of the Oregon-Washington Powder Company against the Standard Asphalt Paving Company for material and/or labor furnished Clyde R. Seitz, subcontractor under the Standard Asphalt Paving Company on State Highway Contract No. 1303 which was awarded them for the construction of the Pendleton-Emigrant Hill Section of the Old Oregon Trail.

We are correcting our records in conformance with this release.

Yours very truly
STATE HIGHWAY COMMISSION

By

RBG:MC

Secretary

Portland 104 10m 11-14-32

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

May 1, 1933

S-1502 - Standard Asphalt Paving Co.
State of Oregon

State Highway Commission,
Salem, Oregon

Gentlemen:

We enclose duplicate signed copy of release and assignment of claim of Oregon-Washington Powder Company against the Standard Asphalt Paving Company on State Contract #1352-Pendleton-Emigrant Hill Section of the Old Oregon Trail.

Yours very truly,

R B. Nason
Supt. of Claims

encl
ET

RECEIVED
MAY - 1933
OREGON

RELEASE

with

SUBROGATION

WHEREAS, Standard Asphalt Paving Company, as principals entered into a certain contract with the State of Oregon for the construction of a portion of the highway known as the Pendleton-Emigrant Hill Section of the Old Oregon Trail, and the United States Fidelity and Guaranty Company, as surety, executed the Statutory Bond therefor; and

WHEREAS Clyde R. Seitz, subcontractor under Standard Asphalt Paving Company is indebted to Oregon-Washington Powder Company in the sum of Seven Hundred Fifty-two and no/100 Dollars ($752.00) for material and/or labor furnished to said Clyde R. Seitz by said Oregon-Washington Powder Company and used in the said project:

NOW THEREFORE, in consideration of Seven Hundred Fifty-two and no/100 Dollars ($752.00) paid by the Standard Asphalt Paving Company, receipt whereof is hereby acknowledged, we hereby release and forever discharge the said Standard Asphalt Paving Company and United States Fidelity and Guaranty Company, surety, from any and all debts, claims, demands and liabilities that we now or may hereafter have, both in law or in equity, against the said Clyde R. Seitz arising out of and/or in connection with the said project.

Executed in duplicate this 28 day of Apr 1933

OREGON-WASHINGTON POWDER COMPANY

Witness:

E. Tang

By W. F. Hablach

Mgr.

PR38

March 29, 1933

Standard Asphalt Paving Company
603 Chronicle Building
Spokane, Washington

Gentlemen:

We acknowledge receipt of your letter of March 26 requesting copy of detailed state of claim filed by the Oregon-Washington Powder Company against the bond furnished by your company on State Highway Contract No. 1352 awarded to your company for the construction of the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County.

With our letter of March 15 we forwarded to you a copy of the notice filed by the Oregon-Washington Powder Company in the office of the Secretary of State, an additional copy of which is inclosed for your information. This is the only evidence of the above claim which we have on file, therefore, we are unable to furnish you the detailed statement you request.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

JM:jn

PHONE MAIN 1889

STANDARD ASPHALT PAVING COMPANY
GENERAL CONTRACTORS
603 Chronicle Building
SPOKANE, WASHINGTON

March 26, 1933

Mr. H.B.Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Referring to a letter you addressed to the U.S.Fidelity & Guaranty Co., Portland, Oregon under date of March 15, 1933, a copy of which you mailed to us, relating to a claim in the sum of $752.00 filed against Contract No. 1352 by the OREGON-WASHINGTON Powder Co., will you kindly furnish us a copy of the detailed statement of this claim showing dates of deliveries, quantities and amounts?

Yours very truly,

Standard Asphalt Paving Co.,

By

C

#1352

PK 38

March 15, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of March 14 enclosing copies of notice of claim filed by Oregon-Washington Powder Company against the surety bond furnished by Standard Asphalt Paving Company in connection with its contract for the construction of the Pendleton-Emigrant Hill Section of the Old Oregon Trail Highway in Umatilla County.

We are today sending copies of the notice to the contractor and its surety.

Very truly yours

Secretary

AJ

March 16, 1933

U. S. Fidelity & Guaranty Co.,
% C. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

We are enclosing copy of notice of claim that has been filed with the Secretary of State by Oregon-Washington Powder Company against the surety bond furnished by Standard Asphalt Paving Co. in connection with State Highway Contract No. 1352, construction of Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County.

The claim is in the sum of $752.00 and is for explosives sold to the contractor.

This notice is given you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

[illegible]

cc Standard Asphalt Paving Co.
Chronicle Building
Spokane, Wn.

COPY

OREGON-WASHINGTON POWDER CO.
Distributors
Giant Explosives
Clackamas, Oregon

TO THE HONORABLE HAL E. HOSS, SECY OF STATE
OF THE STATE OF OREGON, AND TO THE STATE OF OREGON.

Notice is hereby given that the undersigned, the Oregon-Washington Powder Co., has a claim for explosives in the sum of Seven hundred fifty two Dollars ($752.00) against the bond taken from Standard Asphalt Paving Co., principal, and the United States Fidelity & Guarantee Company, surety in connection with the prosecution of the work of grade widening, resurfacing and bituminous macadam of the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County, Oregon, Oregon State Highway Commission Contract No. 1352.

Dated at Clackamas, Oregon, March 13, 1933.

OREGON-WASHINGTON POWDER CO.

By W. F. Haberlach
R

Endorsed: File No, 2216
Filed March 14, 1933
HAL E. HOSS,
Secretary of State

RECEIVED
MAR 15 1933

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAR 15 1933

March 14, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We have received and filed as of this date, a notice of claim by Oregon-Washington Powder Company for materials furnished in the sum of $752.00, against the bond taken from Standard Asphalt Paving Company, principal, and the U. S. Fidelity & Guarantee Company, surety, for work on the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County, State Highway contract No. 1352.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State

HM

PR 38

March 13, 1933

Cascade Investment Company
East First and Main Streets
Portland, Oregon

Attention: Larry O. Boyer

Gentlemen:

In going through the records on the Pendleton-Emigrant Hill Contract No. 1352, we find that driver Bergquist was credited with the following tickets under date of August 1st and August 2nd, as listed. The truck was No. "A" with a five cubic yard capacity.

August 1st

683,076
683,078
683,081
683,084
683,500
683,506
683,511
683,514
683,518
683,521
683,525
683,529
683,534
683,537
683,543
683,548
683,553

August 2nd

684,808
684,812
684,816
684,823
684,828
684,833
684,840
684,844
684,853

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. McCallister/ER

TELEPHONE EAST 6919

CASCADE INVESTMENT COMPANY
GENERAL HAULING
CONTRACTORS
OFFICE AND GARAGE
EAST FIRST AND MAIN STREETS

PORTLAND, OREGON

March 10, 1933.

Oregon State Highway Dept.,
Salem, Oregon.

Gentlemen:-

Last year we had the sub-contract for hauling materials on the Pendelton-Emigrant Hill contract, under the Standard Asphalt Paving Company, of Spokane, Wash.

While hauling these materials we employed a truck driver by the name of Norquist. It appears in the final settlement with Norquist he claimed pay for working August 1st and 2nd. However our records fail to show him employed these days. We have wxhausted all our means of ascertaining the correctness of his claim and must therefore turn to you for help.

Would it be possible for you to go over the material tickets for these days (Aug 1 and 2nd) and see whether this driver's name appears on any of them and if so give us the numbers of same. This seems about the only way left, as we want to pay the man if he has anything coming.

Thanking you for your cooperation, we are,

Very truly yours,

CASCADE INVESTMENT COMPANY

BY Larry G Beyer Vice-Pres.

RECEIVED
MAR 11 1933
OREGON

XR 38

March 11, 1933

Standard Asphalt Paving Company
Chronicle Building
Spokane, Washington

Attention of Mr. H. S. Green

Gentlemen:

Reply is made to your letter of March 9 concerning the claim of Oregon Powder Company against Clyde R. Seitz, who is the subcontractor in connection with your Contract No. 1352 for the improvement of the Old Oregon Trail between Pendleton and Emigrant Hill in Umatilla County.

It is noted that the State Highway Commission is requested to withhold from Clyde R. Seitz a sufficient amount of money due and payable to him in connection with his contract with the State Highway Commission near Nye, Oregon, to pay the claim of the Oregon Powder Company incurred by Mr. Seitz in connection with his subcontract work under you.

I regret to advise that it is not consistent with the laws or regulations of the State Highway Commission to withhold monies due and payable to contractors as you request. The Commission has been advised by its Attorney that monies earned by a contractor are considered as a trust fund and the payment of claims in connection with the contract is a first obligation on the part of the contractor. Therefore, monies earned by Mr. Seitz under another contract must be first applied to the payment of claims incurred against that contract before they can be diverted to other claims.

I am sorry that you are not protected by Mr. Seitz for claims incurred by him in connection with your project but, under the circumstances, it appears that we cannot do anything to assist you in clearing up this matter.

Very truly yours

Secretary

HBG:AJ

J. AMBERG

PHONE MAIN 1089

STANDARD ASPHALT PAVING COMPANY
GENERAL CONTRACTORS
603 Chronicle Building
SPOKANE, WASHINGTON

March 9, 1933

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We are in receipt of copies of your letters of March 6 and March 8 addressed to U.S.Fidelity & Guaranty Co., Portland, Oregon; also a copy of a claim in the sum of $759.33 filed with you by the Oregon Powder Company against our surety bond in connection with Contract No.1352. This claim is for explosives purported to have been furnished Clyde R.Seitz, who was a sub-contractor on our work. We settled in full with Mr. Seitz on Nov 7,1932.

We had been repeatedly assured by Mr. Roy Hobart, a representative of the Giant Powder Company, for whom the Oregon Powder Company was a distributor, that Mr. Seitz' credit with them was perfectly good for any amount he might require on his sub-contract and that we should not need to insist on his filing a bond or furnishing evidence of payment of his accounts. Aside from this we were not aware of the financial standing of Mr. Seitz, however,we are informed that he had a direct contract from the Oregon State Highway Commission at or near Nye, Oregon since completion of his work for us and that there is at this time monies due him or to become due him on that account.

We now respectfully request that, if consistent with laws and regulations, you withhold from Clyde R.Seitz a sufficient amount to cover the claim in question until such time as Mr. Seitz has settled it or until it is withdrawn by the Oregon Powder Company.

Kindly let us know whether you can take any action to assist us in this matter.

Yours very truly,

Standard Asphalt Paving Co.,

By H S Green

HSG;C

#135

PR38

March 8, 1933

U. S. Fidelity & Guaranty Company
% C. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

Enclosed find copy of notice of claim that has been filed with the Secretary of State by Oregon Powder Company against the surety bond furnished by Standard Asphalt Paving Co. in connection with State Highway Contract No. 1352, construction of Pendleton-Emigrant Hill Section of Old Oregon Trail in Umatilla County.

The claim is in the sum of $750.33 and is for explosive supplies furnished to the contractor.

According to our records you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Standard Asphalt Paving Co.
Chronicle Building
Spokane, Wn.

March 8, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of March 4 enclosing copies of notice of claim filed by Oregon Powder Company against the surety bond furnished by Standard Asphalt Paving Co. in connection with State Highway Contract No. 1552, construction of Pendleton-Emigrant Hill Section of Old Oregon Trail in Umatilla County.

Copies of the notice are being sent to the contractor and its surety.

Very truly yours

Secretary

AJ

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAR 8 - 193
OREGON

March 4, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We have received from Fred W. Packwood, Attorney, Portland, Oregon, and filed as of this date a notice of claim by Oregon Powder Company for materials furnished in the sum of $759.33, together with interest thereon at 6% from June 8, 1932, against the bond taken from Standard Asphalt Paving Company, principal, and U. S. Fidelity and Guaranty Company, surety, for work on the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County, Oregon.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State

HM

MATERIALMAN'S CLAIM

Project No. 1433   Contract No. 1352

To the State of Oregon and the Secretary of State: Notice is hereby given that the undersigned, the Oregon Powder Company, has a claim for materials furnished, to-wit: Explosives and Explosive Supplies, an itemized statement of which is attached hereto and made a part hereof, in the sum of $759.33, together with interest thereon at 6% per annum from the 8th day of June, 1932, until paid, against the bond of Standard Asphalt Paving Company, as principal, and the United States Fidelity andGuaranty Company, surety, for the work designated as Project No. 1433, Contract No. 1352, and known as the Pendleton-Emigrant Hill Section of the Old Oregon Trail, Umatilla County, located within the State of Oregon; said materials were purchased for and used upon said contract by Clyde R. Seitz, a sub-contractor under the original contractor, and the aforesaid sum represents the unpaid balance therefor. Said contract were completed and accepted on the 1st day of November, 1932.

Dated this 4th day of March, 1933.

OREGON POWDER COMPANY

By FRED W. PACKWOOD
Secretary

State of Oregon }
County of Marion } SS.

I, Fred W. Packwood, being first duly sworn, depose and say that I am Secretary of the Oregon Powder Company and that the aforesaid statement of claim is true as I verily believe.

FRED W. PACKWOOD

Subscribed and sworn to this 4th day of March, 1933.

(SEAL)
BLAINE MC CORD
Notary Public for Oregon
My Commission Expires December 6, 1936.

* * * * * * * * * *

OREGON POWDER COMPANY
Explosives
Clackamas, Oregon
March 3, 1933

Statement of account of Clyde R. Seitz on the Pendleton-Emigrant Hill Section of the Old Oregon Trail job in Umatilla County as of June 8, 1932.

Delivery Ticket #5833 May 19, 1932		
500 lbs. 60% Special Gelatin	@ 17.75	$88.75
1000 ft. Black Sequoia Fuse	7.95	7.95
600 #6x Blasting Caps	1605 plus 25¢	9.88
Delivery Ticket #5893 June 8, 1932		
260 kegs FFF Black Blasting	@ 2.35	$611.00
100 lbs. 60% Nitroglycerin 7/8x8	18.25	18.25
Delivery Ticket #5899 June 8, 1932		
10 kegs FFF Black Blasting	@ 2.35	23.50
balance due		$759.33

Endorsed: File No. 2211
Filed March 4, 193
HAL E. HOSS,
Secretary of State

#1352
#1321

PR 38

March 6, 1933

Mr. Fred W. Packwood
507 Journal Building
Portland, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of March 4 advising us of the claims of the Oregon Powder Company against Clyde R. Seitz and Powell and Gilo, highway contractors, for explosive supplies furnished them in connection with state highway construction work as follows:

Claim of $759.33 against contract No. 1352 awarded to the Standard Asphalt Paving Company for the widening and resurfacing and construction of bituminous macadam on the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County, in connection with which contract it is understood that Clyde R. Seitz is a subcontractor.

Claim of $1,219.22 against contract No.1321 awarded to Powell & Gilo for the grading of the Juntura-Peach Section of the Central Oregon Highway in Malheur County.

In compliance with the provisions of the affidavits accompanying your letter, certified copies of the above contracts are being forwarded to you today under separate cover.

Very truly yours

Secretary

HBG:jn

March 6, 1933

U. S. Fidelity & Guaranty Co.
Porter Building
Portland, Oregon

Gentlemen:

We are today in receipt of notice of claim in the amount of $759.33 filed by the Oregon Powder Company for explosive supplies furnished to C. R. Seitz, subcontractor to Standard Asphalt Paving Co. to whom was awarded contract No. 1352 for the grade widening, resurfacing and construction of bituminous macadam on the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County.

This information is given you inasmuch as you appear as surety on the bond furnished by Standard Asphalt Paving Co.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn
c.c. Standard Asphalt Paving Co.
603 Chronicle Bldg.
Spokane, Washington

To the Oregon State Highway Commission

State of Oregon)
) SS.
County of Marion)

I, Fred W. Packwood, being first duly sworn depose and say that I am the Secretary of the Oregon Powder Company, an Oregon Corporation; that between the 7th day of March, 1932, and the 12th day of April, 1932, inclusive, the Oregon Powder Company sold and delivered to Powell and Gilo, at said Powell and Gilo's instance and request, certain goods wares and merchandise, to wit: Explosives and Explosive supplies, an itemized statement for which is hereto attached and made a part hereof, and for which there is still due owing and unpaid the agreed and principal sum of $1,219.22 with interest thereon at the rate of 6% per annum from the 20th day of June, 1932, until paid.

That said materials were purchased for and used upon Oregon State Highway Commission Contract No. 1321, Project No. 1401, known as the Juntura-Peach Section of the Central Oregon Highway, Malheur County; that said contract was completed and accepted on the 30th day of November, 1932; and, lastly, that the aforesaid Powell and Gilo were the original contractors thereon.

Based upon the aforesaid facts the Oregon Powder Company desires a certified copy of the original contract and its accompanying bond.

Dated this 4th day of March, 1933.

Fred W. Packwood

Subscribed and sworn to before me this 4th day of March, 1933.

Notary Public for Oregon

My Commission expires December 6, 1936.

LL QUOTATIONS SUBJECT TO CHANGE
WITHOUT NOTICE

W. F. HABERLACH, VICE PRESIDENT

TELEPHONE
OREGON CITY 940

OREGON POWDER COMPANY
DISTRIBUTORS
GIANT
EXPLOSIVES

NEW ADDRESS
273 PINE ST.
PORTLAND, OREGON

CLACKAMAS, OREGON

March 3, 1933

Statement of account of Powell & Gilo on contract #1321 known as the Juntura-Peach Section of the Central Oregon Highway, Malheur County as of June 20, 1932.

Delivery Ticket #5491 March 7, 1932		
3000 lbs. #40 Special Quarry	@ 14.50	$435.00
3000 lbs. Vulcan Bag Powder	12.00	360.00
Delivery Ticket #5656 April 12, 1932		
3000 lbs. #25 Special Quarry	@ 13.25	$397.50
3000 lbs. #40 Special Quarry	14.50	435.00
2000 ft. Dreadnaught Fuse	7.80	15.60
500 #6 12 ft. Electric Blast Caps	11.25-5%	53.44
250 #6 8 ft. " " "	9.55-5%	22.68
		$1719.22
June 20, 1932 credit cash		500.00
	Balance due	$1219.22

Ok 38

February 4, 1933

Oregon-Washington Powder Company
Clackamas
Oregon

Gentlemen:

Receipt is acknowledged of your inquiry of February 3.

The contract which was awarded by the State Highway Commission to Standard Asphalt Paving Co. is designated as State Highway Contract #1352, and is for the grade widening, resurfacing and bituminous macadam of the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla Highway.

The surety bond in connection with this contract was written by U. S. Fidelity and Guaranty Company. Mr. C. O. Price, Porter Building, Portland, is its local manager.

According to our records, this contract was completed on September 6, 1932 and was accepted by the Commission on November 1, 1932.

Very truly yours

Secretary

AJ

Telephone: Oregon City 940

W. F. Haberlach, Manager

OREGON-WASHINGTON POWDER CO.
DISTRIBUTORS
GIANT
EXPLOSIVES
Clackamas, Oregon

February 3, 1933.

Mr. H. B. Glaisyer, Sec.,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:-

On January 16th we directed a letter to you inquiring for certain data, regarding the Standard Asphalt Paving Company on their Emigrant Hill contract.

Your acknowledgement of this letter on January 17th was received, containing certain information for which please accept our thanks.

However, we would appreciate advices as to the proper description and number of this job, as well as the name and address of Bonding Company covering same.

Very truly yours,

OREGON-WASHINGTON PDR. CO.
By W. F. Haberlach.

#1352

R38

January 31, 1933

Oregon Powder Company,
273 Pine Street,
Portland, Oregon.

Attention: J. A. Dann.

Gentlemen:

In response to your inquiry of January 30th we wish to advise that the Standard Asphalt Paving Company contract No. 1352 for the construction of the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County was completed on September 6th, 1932. This contract was accepted by the Highway Commission on November 1st, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1352

DENN, PRESIDENT

L QUOTATIONS SUBJECT TO CHANGE
WITHOUT NOTICE

W. F. HABERLACH, VICE PRESIDENT

OREGON POWDER COMPANY
DISTRIBUTORS
GIANT
EXPLOSIVES

TELEPHONE
OREGON CITY 940

NEW ADDRESS
273 PINE ST.
PORTLAND, OREGON

CLACKAMAS, OREGON

January 30, 1933

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Will you please advise us the date of final acceptance of the Standard Paving Company's contract, covering grading and surfacing on the Pendleton Immigrant Hill contract in Umatilla County.

Also please advise us the contract number and name of the surety covering this work.

Very truly yours,

OREGON POWDER COMPANY

By J. A. Denn
J. A. Denn, President

JAD:JM

RECEIVED
30 1933
STATE
OREGON
COMMISS

P. 28

November 3, 1932.

Mr. W. C. Williams,
Highway Division Engineer,
La Grande, Oregon.

Dear Sir:

Having noted the excessively large and apparently unnecessary overrun in cost which has occurred in connection with the regrading and resurfacing of the Pendleton-Emigrant Hill Section, I am writing to caution you against permitting such overruns on future projects.

Practically the whole of the overrun on the Emigrant Hill job was in the gravel topping items, items which are subject to accurate control and on which there is no excuse for overrun unless there has been gross error in the original determination of the quantities required, which seems not to have been the case in this instance.

It is particularly important that the emergency projects, which are now being placed under contract, be held within the original estimates, and I shall expect you to give careful attention to the costs on all such projects to the end that there will be no overruns that can possibly be avoided.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer.

cc H. G. Smith,
Office.

#1352

Umat. Co

8-R 38

November 1, 1932

United States Fidelity & Guaranty Company,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1352 for the construction of the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County, has been completed by the contractors, Standard Asphalt Paving Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after November 10, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of thisletter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $81,852.61 including the final payment. Of this amount $186.40 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1352

FORM S-A-1 4707 7500 7-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

xK 38

October 8, 1932

IN REPLY PLEASE REFER TO FILE NO.

Mr. C. O. Price, Manager,
United States Fidelity & Guaranty Company,
Porter Building,
Portland, Oregon.

RECEIV
OCT 10 1932
C. O. P.
G. C.
Cashier
F

Dear Sir:

Receipt is acknowledged of your letter of October 7th in which you consent to an extension of time to September 6th on the Standard Asphalt Paving Company contract No. 1352 - Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County.

We are returning to you herewith their letter of October 4th which was enclosed with your letter of consent. Will you please forward to us their application for this extension which is mentioned so that our file will be complete.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

10-10-32.

Letter attached.

Price

October 8, 1932

Mr. C. O. Price, Manager,
United States Fidelity & Guaranty Company,
Porter Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of October 7th in which you consent to an extension of time to September 6th on the Standard Asphalt Paving Company contract No. 1352 - Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County.

We are returning to you herewith their letter of October 4th which was enclosed with your letter of consent. Will you please forward to us their application for this extension which is mentioned so that our file will be complete.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

Form 39—F-21635—5M—5-31

PR 38

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Sept. 10, 1932

Job name Pendleton-Emigrant Hill

Week from 3 **to** 10

Mail address Pendleton

Highway Old Oregon Trail

Telegraph or telephone address 280

County Umatilla **Job prefix** 30PM

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

This job was finished on Tuesday of this week contractor moving out equipment. Working on Final records.

RECEIVED
SEP 12 1932

RECEIVED
SEP 12 1932
OREGON STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information)

Signed Dean Swift

Title Res. Engr.

NOTED
H. G. SMITH

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Finished

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 9.00

Miles completed ....

Miles partially done ....

Finished

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 30PM *Percentage* 80
2. 25D.S. *Percentage* 5
3. 30 DF. *Percentage* 5
4. 30VW *Percentage* 10

#1352
Union Co

RR 38

September 1, 1932

Standard Asphalt Paving Company,
603 Chronicle Bldg.,
Spokane, Washington.

Gentlemen:

Reference is made to your contract No. 1352 for the construction of the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County.

The completion date of the above contract was August 31, 1932 and according to our records the work was not completed until September 6th, 1932. Please send in your application for an extension of time to September 6th with the consent of your surety so that our records will be complete.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

cc to W. C. Williams.

FORM 8-M-1 5296 500 8-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
SEP 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

September 1, 1932.

IN REPLY PLEASE REFER TO FILE NO. RR 38

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing for your approval three price agreements executed by the Standard Asphalt Paving Company in connection with the Pendleton-Emigrant Hill Bituminous Macadam Project.

Price Agreement No. 1 covers the barrelling of 6 Tons of cutback asphalt and 15 tons of 95% asphalt which is the estimated amount that will be left over after sealing is completed.

Price Agreement No. 2 covers the use of 95% asphalt in the second seal in place of cutback which was originally specified but later changed at the request of W. H. Stewart.

Price Agreement No. 3 covers the placing of gravel for gravel shoulders made necessary as we had an insufficient amount of salvaged material to complete the shoulders.

Very truly yours,

W C Williams

Division Engineer.

WCW:CW
Encls.

cc R. H. Baldock. ✓

NOTED
State Highway Engineer

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. F.A.P. 118

August 10, 1932

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

RECEIVED
AUG 11 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer.

Encl.

Agr. 1227

Oregon Federal Aid Project No. 118.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 24, 1926, by the State Highway Commission of Oregon, and on December 23, 1926, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 118; and

WHEREAS, the plans and specifications previously approved for said project provided for the construction of 12.945 miles of road surfaced with crushed rock, in Umatilla County, for which the estimate approved was $158,834.30, and $124,950.87 Federal funds were set aside to the credit of said project; and

WHEREAS, the construction of said project in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $157,215.66, and voucher in the sum of $124,950.87 has been passed for payment as the share of the Federal Government on said project; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said project and a revision of the plans, specifications and estimate approved therefor to provide for widening the roadway and constructing a bituminous macadam wearing surface over the portion between survey stations 348+00 and 545+10.5, 3.725 miles in length, at an estimated cost of $37,428.05; and by reason thereof has requested that the estimate of cost approved for said project be increased from the previous actual cost of $157,215.66 to $194,643.7b, and that the Federal funds approved and set aside to the credit of said project be increased from the previous actual payment of $124,950.87 to $148,242.34:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon, and the Secretary of Agriculture, that the plans, specifications and estimate approved for said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of one hundred forty-eight thousand, two hundred forty-two and 34/100 dollars ($148,242.34) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added clause (b) to read:

> "(b) By the State, for the additional work involved in the reopening of said project, from Chap. 175, Laws of 1917; Chap. 31, Laws of 1920."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction

of said project shall not in any event exceed the sum of one hundred forty-eight thousand, two hundred forty-two and 34/100 dollars ($148,242.34), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred ninety-four thousand, six hundred forty-three and 71/100 dollars ($194,643.71), the approved total estimated cost of said project."

Article VI shall read:

"Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

"The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 20th day of June, 1932, and the Secretary of Agriculture on the 29th day of July, 1932.

STATE HIGHWAY COMMISSION OF OREGON

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By ______________________
Member, State Highway Commission.

R. W. Dunlap
Acting Secretary of Agriculture.

Oregon Federal Aid Project No. 118.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 118, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $194,643.71 in lieu of the previous actual payment of $124,950.87, as the total estimated cost of said project, and the sum of $148,242.34 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 21st day of July one thousand nine hundred and Thirty-two

R. W. Dunlap
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—4620

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore.F.A.P. No. 38

POST OFFICE BUILDING
PORTLAND, OREG.

August 4, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
AUG 5 - 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer.

Encl.

A x pr 12481

Oregon Federal Aid Project No.38.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on March 9, 1920, by the State Highway Commission of Oregon, and on January 31, 1920, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 38; and

WHEREAS, the plans and specifications previously approved for said project provided for the construction of 7.536 miles of road surfaced with gravel, in Umatilla County, for which the estimate of cost approved was $107,926.98, and $53,963.49 Federal funds were set aside to the credit of said project; and

WHEREAS, the construction of said project in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $119,904.87, and voucher in the sum of $53,963.49 has been passed for payment as the share of the Federal Government on account of said project; and

WHEREAS, Oregon Federal Aid Project No. 118, as approved and constructed, connects with said Project No. 38 at survey station 348+00, thereby eliminating from the Federal Aid System that portion of said Project No. 38 between survey stations 348+00 and 397+44.2; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said project and a revision of the plans, specifications and estimates approved therefor to provide for terminating the project at sta. 348+00, thereby reducing the length thereof from 7.536 miles to 6.600 miles, and to provide for widening the roadway, grade betterments, and the construction of a bituminous macadam surfacing over that portion between survey stations 69+18.8 and 348+00, a distance of 5.280 miles; at an estimated cost of $57,612.50; and by reason thereof has requested that the estimate of cost approved for said project be increased from the previous actual cost of $119,904.87 to $177,517.37, and that the Federal funds approved and set aside to the credit of said project be increased from the previous actual payment of $53,963.49 to $89,815.74;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of eighty-nine thousand, eight hundred fifteen and 74/100 dollars ($89,815.74) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added clause (e) to read:

> "(e) By the State, in addition to funds heretofore provided, Chap. 175, Laws of 1917, Chap. 31, Laws of 1920."

Article II shall read:

> "Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:
>
> Between survey station 0+00 at the east city limits of Pendleton, and survey station 348+00 in Sec. 14, T.2 N., R.33 E., at the northwesterly end of Federal Aid Project No. 118, terminal points, a distance of 6.600 miles, known locally as the Old Oregon Trail, Federal Aid Route No. 1, between Pendleton and La Grande, Umatilla County, being Oregon Federal Aid Project No. 38."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of eighty-nine thousand, eight hundred fifteen and 74/100 dollars ($89,815.74), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred seventy-seven thousand, five hundred seventeen and 37/100 dollars ($177,517.37), the approved total estimated cost of said project."

Article VI shall read:

> "Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
>
> "The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 20th day of June, 1932, and the Secretary of Agriculture on the 26th day of July, 1932.

STATE HIGHWAY COMMISSION OF OREGON

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By ______________________
Member, State Highway Commission

C F Marvin
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 38.

—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 38, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 177,517.37 in lieu of the previous actual payment of $53,963.49 as the total estimated cost of said project, and the sum of $ 89,815.74 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 26th day of July one thousand nine hundred and Thirty-two

C. F. Marvin
Acting Secretary of Agriculture.

AWB

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—4820

#1352

OR 38

July 25, 1932

Standard Asphalt Paving Company,
803 Chronicle Bldg.,
Spokane, Washington.

Attention: H. S. Green.

Gentlemen:

We have your letter of July 22nd with reference to extension of time on your contract No. 1352 - Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County.

Please be advised that on July 21st, 1932 we received from Mr. C. O. Price, Portland, the consent of the United States Fidelity & Guaranty Company, your surety, to an extension of time of thirty days on the above contract. We are this date requesting Mr. W. C. Williams, to forward us your application and the matter will be presented to the State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

cc to W. C. Williams.

STANDARD ASPHALT PAVING CO.
GENERAL CONTRACTORS
SPOKANE, WASH.

STATE
JUL

July 22, 1932

Mr. R.H.Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

On July 14th at the request of the Department, I wrote a letter to Mr. W.C.Williams, Division Engineer, copy of which is enclosed herewith. Mr. Williams stated that it would be necessary to secure the consent of the surety company and he would be glad to recommend the extension under these circumstances.

We have received a letter this morning under date of July 19th from McCollister & Campbell, addressed to Mr. C.O. Price, Manager, 1208 Porter Building, Portland, Oregon, requesting the consent of the Portland company for the extension of time on Contract No. 1352, Pendleton-Emigrant Hill Section.

As you no doubt have had copies of this from Mr. Williams prior to this date, I am not attempting to enumerate directly for your approval or consideration, the conditions justifying the extension for which we are asking at this time. We had expected to receive the consent of the bonding company for this extension of time prior to this date and are not sure whether it will come to us or direct to you.

After reviewing the conditions, we respectfully ask your consent for an extension of time on Contract No. 1352 from August 1st to September 1st.

Yours very truly,

Standard Asphalt Paving Company,

By H.S.Green

HSG:GM

C.O.Price, Manager,
1208 Porter Bldg.,
Portland, Oregon.

July 19, 1932.

McCollister & Campbell, Inc.

Seattle, Washington.

Standard Asphalt Paving Company - S#199103

My dear Mr. Price:

I enclose copy of letter dated July 14th addressed by the Standard Asphalt Paving Company to Mr. W.C. Williams, Division Engineer at La Grande, Oregon, regarding an extension of time onthe contract of the Standard Asphalt Paving Company on the Pendleton-Emigrant Hill job which we bonded for the Standard Asphalt Paving Company. I also enclose Mr. Williams' reply dated July 16.

Will you please prepare the necessary consent to an extension of time from August 1st to September 1st, sign the consent and mail the same to the Standard Asphalt Paving Company who are located inthe Chronicle Bldg., Spokane, Wash.?

Very truly yours,

Encl.

cc Standard Asphalt Paving Co.,
Spokane, Wash.

C O P Y

Oregon State Highway Commission,
La Grande, Oregon.
July 16, 1932

Standard Asphalt Pvg. Co.,
Spokane, Washington.

Dear Sir: Attention - Mr. Green:

With reference to your application for an extension of time on your contract No. 1352, please be advised that it will be necessary that you furnish with your application written consent of your surety for the extension requested. If you will furnish me with this consent of the surety I will be glad to recommend to the State Highway Commission that the extension be granted.

Very truly yours,

W.C.Williams,

Division Engineer,

WCW;CW

C O P Y

STANDARD ASPHALT PAVING CO.
GENERAL CONTRACTORS
SPOKANE, WASH.

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

July 14, 1932

W.C.Williams, Div. Engr.,
La Grande, Oregon.

Re: Extension of Time,
Contract 1352
Pendleton-Emigrant Hill

Dear Sir:

On account of unforeseen delays, together with the volume of work embraced in the construction of Contract 1352 - Emigrant Hill Job, and the short time limit allowed in the proposal together with the increased quantities on various items of the work, we find it impossible to complete our oiling contract by August 1st, the time limit set for this project.

By withholding the oiling operations until the grading, surfacing and salvaging are all completed, we concur with those that have expressed themselves favoring this procedure, believeing that a much better road bed will result after having been subjected to travel during the entire period of construction , prior to applying the bituminous mat.

Considerable delay has been experienced in the separation and salvaging of old road bed materials, due to exceptional thickness and richness of the oil mat, together with the over-run of quantities and handling in advance of borrow and topping. This part of the work has been conducted so as to open up the least amount of old road bed, a distinct advantage to the traveling public as well as a considerable saving in cost to the State of Oregon, but incurring delay in constriction operation.

Without going into further detail, we fully believe our equipment offered on this work to be sufficient and satisfactory, as well as the progress to date, and manner in which we have conducted the work. We therefore respectfully request a thirty day extension of time to complete Contract No. 1352 in its entirely. In the meantime we will use every effort and endeavor to rush the remaining portion of the work to a much earlier completion, believing it to our mutual advantage to do so.

Trusting we may receive your cooperation and be granted this request, we remain,

Yours very truly,

Standard Asphalt Paving Company,

By

HSG:GM

FORM 2-A-1 2825 5M 2-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Pendleton-Emigrant Hill
Bituminous Macadam

PR 38

July 5, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

Attached herewith are two Orders for Extra Work, # 1 and #2 received from Mr. Williams for your approval.

Kindly advise the Resident Engineer that he may proceed with the revision on this basis.

Yours truly,

H. G. SMITH,
CONSTRUCTION ENGINEER.

H G Smith

REFERRED TO
Paulsen
State Highway Engineer

Holman R. E.
Sending copy to Smith

HGS/H

Approved copies of orders sent to Res. and Div. Engineer July 11th
~~for~~

FORM 3-G-1 4007 500 3-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OR 38

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 1, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
JUL 5 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing work orders No. 1 and 2 covering extra work to be done on the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County.

Order No. 1 covering the removal of the slide, should be classed as extra work as it is outside the limits of the grading contract. Order No. 2 covers the moving on stockpiled maintenance material. It is necessary to move this material in order to complete widening of the roadbed.

Very truly yours,

W C Williams

Division Engineer.

WCW:CW
Encls.

Attention: Mr. R. H. Baldock.

TED
Highway Engineer

June 18, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accord with the request contained in your letter of June 13th, regarding the total cost for the bituminous macadam and resurfacing work to be done on Projects Nos. 38 and 118, based on the low bid for this work under alternate "B", the total cost of the project, based on this alternate, is as set forth below.

	Asphalt	Cut-back
Cost F.O.B. Bay District	$ 7.00 per ton	$ 6.86 per ton
Freight to Pendleton	10.20 " "	10.20 " "
Cost to State - - -	$17.20 per ton	$17.06 per ton
Amount of Low bid (Alternate "B")		$66,789.00
Total Cost to State for Bituminous Cements -		
820 Tons Asphalt at $17.20		$14,104.00
90 " Cut-back at $17.06		$ 1,535.40
Total Cost of Project		$82,428.40

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

FORM S-A-1 3327 3M 3-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

NOTED
State Highway Engineer

June 16, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

OR 38

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

Your letter in answer to Mr. Smith's telegram requesting a map of the Pendleton-Emigrant Hill Project has been received.

The map that was sent in covered the revision between Mile Post 234 and 236, while the map which we are interested in is that which covers the revisions between Mile Post 238 and 240. The right-of-way map which was sent in does not show sufficient ties to the old line in order to intelligently check the description.

Will you kindly send in a detailed map as soon as possible. This map should show the ties and information as per recent circular letter.

Attaches is a blue print showing the section required. The map will be returned as soon as the information can be taken off.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H. G. Smith

H. G. Smith,
Construction Engineer.

Dictated by:

Charles E. Low

CC to
R. H. Baldock ✓

OR 38

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

June 13, 1932

RECEIVED
JUN 14 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

Re: Oregon F.A.P. No. 38

We are forwarding herewith three copies of proposed project agreement, as amended, for signature and return to this office. An approved copy also of the detail estimate, upon which the modified project agreement is based, and the specifications are also enclosed.

The estimate is based on the contract awarded to the Standard Asphalt Company, on the basis of alternate A, which requires the contractor to furnish asphalt. This appears to be the low bid, if a reasonable allowance is made for the purchase price of asphalt. In order to complete the record on this point, and establish definitely that the low bid was accepted, information regarding the cost of asphalt f.o.b. the project should be submitted.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

Encls.

FORM 9-A-1 2828 3M 9-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

OR 38

June 15, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

NOTED
State Highway Engineer

Dear Sir:

This letter will be your authority to permit the Standard Asphalt Paving Company to work two 8-hour shifts on their grading operations only.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H. G. Smith.

H. G. Smith,
Construction Engineer.

Dictated by:

Charles E. Low:

CC to
R. H. Baldock

May 27, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Emigrant Hill Section, Project No. 118.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EH.

encl.

Oregon State Highway Department Project No. 118 (Reop.)

EMIGRANT HILL SECTION OF THE
OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate as basis for modified agreement. Based on low bid prices for resurfacing and constructing bituminous macadam, Sta. 348+00 to 545+10.5).

Salem, Oregon, May 25, 1932.

STATEMENT OF COMPLETED WORK

Trust Patent Lands

Agreement Estimate	$ 97,[illegible]
Overruns	9,68[illegible]
	$106,909.40
Engineering and Contingencies (prorated)	16,6[illegible].47
Total Cost (Trust Patent Lands)- - - - - - - - - - - -	$123,600.87

Deeded Lands

Agreement Estimate	$ 28,987.20
Overruns	88.14
	$ 29,075.34
Engineering and Contingencies (prorated)	4,5[illegible].45
Total Cost (Deeded Lands)- - - - - - - - - - - - - - - -	$ 33,614.79

Total Cost on which Federal Aid was Computed:

Trust Patent Lands- - - - - - -	$106,909.40
Deeded Lands- - - - - - - - - - -	$ 29,075.34

Federal Aid Paid:

Trust Patent Lands- - - - - - -	$106,909.40
Deeded Lands- - - - - - - - - - -	18,041.47
	$124,950.87

Length of Project:

Thru Trust Patent Lands,	50,976 ft.	9.655 miles
" Deeded Lands	17,365 ft.	3.288 "
		12.943 miles

Cost per Mile:

Thru Trust Patent Lands	$ 12,881.74
" Deeded Lands	$ 10,223.47

Federal Aid Paid Per Mile:

Thru Trust Patent Land	$ 11,072.95
" Deeded Lands	$ 5,487.06

NEW WORK - ROADWAY

(Sta. 348+00 to Sta. 545+10.5)

5,100	cu. yds.	Excavation, Single Classification	$0.27	$ 1,377.00
2,300	yd. mi.	Truck Haul	0.12	276.00
1,500	cu. yds.	Salv. Surf. Materials	0.40	600.00
750	" "	Handling Salv. Matls. Thru Stockpile	0.20	150.00
800	yd. mi.	Hauling Salvaged Materials	0.16	128.00
7,600	cu. yds.	Gravel Topping	0.30	2,280.00
15,000	" "	Rock Topping	0.40	6,000.00
27,800	yd. mi.	Hauling Rock or Gravel Topping	0.12	3,336.00
400	cu. yds.	Filler	0.25	100.00
800	yd. mi.	Filler Haul	0.16	128.00
5,060	cu. yds.	Placing Mineral Aggregate	1.10	5,566.00
6,200	yd. mi.	Hauling Mineral Aggregate	0.14	868.00
340	tons	Asphalt in Place	20.00	6,800.00
40	tons	Emulsified (or Cut-back) Asphalt in Seal Coat	18.00	720.00
				$ 28,329.00

Bituminous Macadam Aggregate (Contract No. 1235)

2,730	cu. yds.	2-1/4" - 1-1/4" Matls. in Stockpiles	0.80	$ 2,184.00
910	" "	1-1/4" - 3/4" " " "	0.80	728.00
410	" "	3/4" - 1/2" " " "	1.00	410.00
690	" "	1/2" - 1/4" " " "	1.05	724.50
11,000	yd. mi.	Hauling Broken Stone, Pile Measure	0.15	1,650.00
				$ 5,696.50
				$ 34,025.50
		10% Engr. & Cont.		3,402.55
		Total- - - - - - - - - - - - -		$ 37,428.05

Length of Reopened Portion

Thru Trust Patent Lands	1.944 miles
" Deeded Lands	1.779 "
	3.723 "

Cost per mile, new work $ 10,053.19

Federal Aid per mile allowable thru deeded lands,

$$\text{Deficiency, } \frac{\$18,675.00 - \$5,487.06}{18,675.00} = .70618$$

$$.70618 \times \$18,669.00 = \$13,183.67$$

Total Federal Aid allowable on new work at 62.23% $ 23,291.47

SUMMARY

Item	Total Cost	Federal Aid	State Funds
Original Project			
Trust Patent Lands	$ 123,600.87	$ 106,909.40	$ 16,691.47
Deeded lands	33,614.79	18,041.47	15,573.32
	$ 157,215.66	$ 124,950.87	$ 32,264.79
New Work			
Roadway	37,428.05	23,291.47	14,136.58
	$ 194,643.71	$ 148,242.34	$ 46,401.37

	Length	Cost per Mile	Federal Aid Per Mile
Trust Patent Lands:			
Original Project	9.655	$ 12,801.74	$ 11,072.95
New Work	1.944	10,053.19	6,256.10
		$ 22,854.93	$ 17,329.05
Deeded Lands:			
Original Project	3.288	$ 10,233.47	$ 5,487.06
New Work	1.779	10,053.19	6,256.10
		$ 20,286.66	$ 11,743.16

May 27, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Pendleton-Emigrant Hill Section, Project No. 38.

The estimate previously submitted under date of April 23rd, 1932 showed the quantities for "truck haul" as 5,000 yard miles, and for "hauling gravel" 34,300 yard miles. These amounts were incorrect and have accordingly been changed on this estimate to 2,700 yard miles and 34,200 yard miles respectively.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 38 (Reop.)

PENDLETON-CABBAGE HILL SECTION

OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate as basis for modified agreement. Based on low bid prices for constructing bituminous macadam, Sta. 69+18.8 to Sta. 348+00).

Salem, Oregon, May 27, 1932.

STATEMENT OF COMPLETED WORK

Agreement Estimate- -	$ 98,115.44
Engineering and Contingencies- - - - - - - - - - - - - - - - - - - -	12,375.74
Overruns- -	9,413.69
	$ 119,904.87
Cost on which Federal Aid was Computed- - - - - - - - - - - - - - -	$ 107,926.98
Federal Aid Paid- -	53,963.49

Length of Project 7.536 miles

Cost per mile- -	$ 15,910.94
Federal Aid Paid Per Mile- -	7,160.76

NEW WORK - ROADWAY

Widening, Resurfacing and Bituminous Macadam (Sta. 69+18.8 to Sta. 348+00).

17,900	cu. yds.	Excavation, Single Classification	$0.27	$ 4,833.00
15,000	" "	Special Gravel Borrow	0.18	2,700.00
8,000	yd. sta.	Overhaul	0.03	240.00
2,700	yd. mi.	Truck Haul	0.12	324.00
2,100	cu. yds.	Salvaging Surfacing Materials	0.40	840.00
1,050	" "	Handling Salv. Matls. thru Stockpile	0.20	210.00
1,200	yd. mi.	Hauling Salv. Materials	0.16	192.00
24,400	cu. yds.	Gravel Topping	0.30	7,320.00
34,200	yd. mi.	Hauling Gravel, Truck Measure	0.12	4,104.00
600	cu. yds.	Filler	0.25	150.00
1,200	yd. mi.	Filler Haul	0.16	192.00
1,200	M-Gal.	Sprinkling	2.00	2,400.00
50	lin. ft.	12" Concrete Pipe	1.00	50.00
70	" "	18" Concrete Pipe	2.00	140.00
220	" "	24" Concrete Pipe	2.75	605.00
32	" "	36" Concrete Pipe	6.00	192.00
7,240	cu. yds.	Placing Mineral Aggregate	1.10	7,964.00
8,800	yd. mi.	Hauling Mineral Aggregate	0.14	1,232.00
480	tons	Asphalt in Place	20.00	9,600.00
50	"	Emulsified (or Cut-back) Asphalt in Seal Coat	18.00	900.00
				$ 44,188.00

Bituminous Macadam Aggregate:

3,910	cu. yds.	2-1/4" - 1-1/4" Matls. in Stockpile	$0.80	$3,128.00
1,300	" "	1-1/4" - 3/4" " " "	0.80	1,040.00
990	" "	3/4" - 1/2" " " "	1.00	990.00
980	" "	1/2" - 1/4" " " "	1.05	1,029.00
16,000	yd. mi.	Hauling Broken Stone, Pile Measure	0.15	2,400.00
				$ 8,587.00
				$ 52,375.00
		10% Engr. & Cont.- - - - - - - -		5,237.50
		Total - - - - - - - - -		$ 57,612.50

Length of new work 5.280 miles
Cost per mile $ 10,911.45

Revised length of project (eliminating
abandoned section, Sta. 348+00 to Sta. 397+44.2) 6.600 miles

Revised cost of original work $ 18,167.40
Revised Federal Aid paid per mile 8,176.28

Federal Aid per mile allowable on new work, -

$$\frac{20,000.00 - 8,176.28}{20,000.00} = .59118$$

Federal Aid per mile allowable on new work,

18,669.00 x .59118 = $11,036.73

Federal Aid requested on new work at 62.23% $35,852.25.

SUMMARY

Item	Total Cost	Federal Aid Funds	Federal Aid per Mile	State Funds
Reassumed Portion (Sta. 69+18.8 to Sta. 348+00 - 5.280 miles)				
New Work	$ 57,612.50	$ 35,852.25	$ 6,790.19	$ 21,760.25
Old Work	95,923.90	43,170.79	8,176.28	52,753.11
	$153,536.40	$ 79,023.04	$14,966.47	$ 74,513.36
Non-Reassumed Portion (Sta. 0+00 to Sta. 69+18.8 - 1.320 miles)				
Old Work,	$ 23,980.97	$ 10,792.70	$ 8,176.28	$ 13,188.27
	$177,517.37	$ 89,815.74		$ 87,701.63

State funds for Constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1929.

State funds for Maint.: Chap. 41, Laws 1927.

OR 38

May 24, 1932

Standard Asphalt Paving Co.,
603 Chronicle Building,
Spokane, Wash.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

Form 10—F-21635—5M—5-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 21, 1932

Job name Pendleton-Emigrant Hill

Week from 14 to 21

Mail address Pendleton

Highway Old Oregon Trail # 38

Telegraph or telephone address "

County Umatilla

Job prefix 30 P.M

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

They* got started on this job this week the shovel (1½ yd) starting on Wedensday. A crew have been working on pipes this week also. The salvage materials that have to be placed in stock piles have been picked up on the first 3 miles. More adequate signs were placed today, and a flagman was placed at the dump to assist traffic.

RECEIVED
MAY [illegible] 1932

RECEIVED
MAY 24 1932
OFFICE OF
CONSTRUCTION ENGINEER

(See back of this sheet for instructions and detailed information)

Signed Dean Swift

Title Res. Engr.

RR 38

GRADING CONSTRUCTION

Total miles of grading in project .637
Miles completed 00
Miles completed except finishing 0.5
Total cubic yards in project 38000
Cubic yards moved to date 3200
Miles covered by contractor's forces 4.0
Miles cross-sectioned 4.2
Miles cross-sections completed and checked 00
Miles to be remeasured 5.0
Number men in Engineering Party ~~3~~ 6
Contractor's average force for week 20 men,
2 - 2up 2 - 4up teams, 1-(1½yd) steam shovels
Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 9
Miles completed 00
Miles partially done 00
Total cubic yards in project 59300
Cubic yards produced to date 00
Average daily yardage produced this week 00
Average daily yardage necessary to complete on time
Contractor's average force for week — men,
teams, — trucks
Project will be completed about
Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed
Miles of preliminary staked
Miles of location staked
Per cent of field work complete
Per cent of office work complete
Number of days worked on this project
Number of men in party
Salary expense this week
All other expense this week
Previous total expenditure this survey
Total expenditure including this week
Survey will be completed about
Completed survey will cost about
Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project
Miles paving completed
Total square yards in project
Square yards completed to date
Average daily square yards this week
Miles shoulders completed both sides
Contractor's average force for week men,
teams, trucks
Job will be completed about
Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 30 P.M Percentage 100
2. Percentage
3. Percentage
4. Percentage

PR 38

May 16, 1932

Standard Asphalt Paving Co.
General Contractors
Spokane, Washington

Gentlemen:

Attention Mr. John F. Costello

We thank you for your letter of May 12 wherein you advise that you have already taken steps to comply with the provisions of the Workmen's Compensation Act.

I am forwarding copy of your letter to the Industrial Accident Commission for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

[illegible]
jm
c.c. State Industrial Accident Commission

STANDARD ASPHALT PAVING CO.
GENERAL CONTRACTORS
SPOKANE, WASH.

May 12, 1932

RECEIVED
MAY 13 1932
OREGON
[illegible] COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Referring to your letter of May 11 regarding the provisions of Workmen's Compensation Act, we have not previously done any work in Oregon and were not familiar with the requirements of the Act, but we desire to comply with it in every respect.

We note that you have been informed by the Oregon State Industrial Accident Commission that we are not contributors to the Industrial Accident fund. Of course, this is true as our work is just now starting and we were under the impression that contributions were not due until the tenth of the month following that in which labor was performed. However, if it is necessary that we should make a deposit or an advance payment on account, we should be glad to do so.

We have already received from the State Industrial Accident Commission a supply of payroll report forms, accident report forms and notices to be posted on the work, but we will take the matter up further with the Accident Commission and procure a copy of the Act, if one is available.

Very truly yours,

Standard Asphalt Paving Company,

By Jno F. Costello

JFC:GM

Form 39—F-21685—5M—5-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 14, 1932

Job name Pendleton – Emigrant Hill

Week from 7 to 14

Mail address Pendleton

Highway Old Oregon Trail # 28

Telegraph or telephone address "

County Umatilla Job prefix 30PM

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractors have spent most of this week moving in on this job, however some teams under W^m Kidd (subcontractor) got started moving some of the side borrow on Friday of this week. Equipment consisting of 1½ yard shovel, Cat, Large blade with scarifier and one dual drive unit are on the job at present. They expect to start two 8 hr. shifts on Monday of next week.

RECEIVED
MAY 16 1932
OFFICE OF
CONSTRUCTION ENGINEER

(See back of this sheet for instructions and detailed information)

Signed

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 6.37

Miles completed 00

Miles completed except finishing 00

Total cubic yards in project 38 000

Cubic yards moved to date 100

Miles covered by contractor's forces 0.5

Miles cross-sectioned 2.3

Miles cross-sections completed and checked 00

Miles to be remeasured 5

Number men in Engineering Party 7

Contractor's average force for week 4 *men,*

1-2up & 2-4up *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 9

Miles completed 00

Miles partially done 00

Total cubic yards in project 57300

Cubic yards produced to date 00

Average daily yardage produced this week 00

Average daily yardage necessary to complete on time 00

Contractor's average force for week — *men,*

— *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party —

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 30 PM *Percentage* 100
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

OR 38

[illegible]

May 11, 1932

Union Oil Company of California,
Yeon Building,
Portland, Oregon.

Attention of Mr. C. E. Schattmen, District Manager

Gentlemen:

In answer to your inquiry of May 5, regarding the contract awarded to Standard Asphalt Paving Co. of Spokane, we are pleased to furnish you with the following data:

The contract that was awarded to the above mentioned firm is designated as State Highway Contract No. 1352, and is for the grade widening, resurfacing and bituminous macadam of the Pendleton-Emigrant Hill Section of the Old Oregon Trail in Umatilla County.

The amount of the job is $74,117.00, and a surety bond, in like amount, was furnished by the contractor to the State for the protection of all claims or debts that may be incurred against the project. This bond was written by U. S. Fidelity & Guaranty Company for whom C. O. Price is resident agent, with offices in the Porter Building, Portland.

The contract specifies that all of the work described therein must be completed by July 31, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

602-621 YEON BUILDING
Portland, Oregon
ATWATER 6521

RECEIVED
MAY 4 - 1932
OREGON
STATE HIGHWAY COMMISSION

May 3, 1932.

Oregon State Highway Dept.,
Salem, Oregon.

Gentlemen: RE: STANDARD ASPHALT PAVING CO.
Bonded Job

We have been advised that the Standard Asphalt Paving Company of Spokane, Wn., have been awarded bonded job by your department working in the vicinity of Pendleton, Oregon. We are contemplating making deliveries to them of petroleum products to be used on this particular contract and desire the following information.

Kindly give us a complete description of the job together with the job number, the amount of the job together with the approximate date of completion. We would also appreciate being advised as to the name of the bonding company together with the local agent's name and address, along with the amount of the bond. For your convenience in replying and inclosing data, you will find attached a self-addressed stamped envelope. Thanking you in advance, we remain,

Yours very truly,
UNION OIL COMPANY OF CALIFORNIA

District Manager.

LC:R

PR-38

May 11, 1932

Standard Asphalt Paving Co.
603 Cronicle Building
Spokane, Washington

Gentlemen:

This letter is to inform you that we have been advised today by the Oregon State Industrial Accident Commission that they have no record of your firm being contributors to the Industrial Accident fund.

One of the requirements of the Oregon State Highway Commission is that the successful bidders on highway construction projects in this State will accept the provisions of the Workmen's Compensation Act and carry on their work in strict compliance therewith. This you will be expected to do in connection with Highway Contract No. 1352 for the grade widening and resurfacing of the Pendleton-Emigrant Hill section of the Old Oregon Trail in Umatilla County.

Complete information and supplies necessary to enable you to comply with this law may be secured from the State Industrial Accident Commission, State Office Building, Salem, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

RTLAND
, EUGENE
RICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

May 11, 1932

IN REPLY PLEASE
REFER TO FILE NO.

State Industrial Accident Commission
Building

Gentlemen:

Attention Mr. Chas. Early

I wish to acknowledge receipt and thank you for your letter of May 10 advising us of the status of the successful bidders for highway construction projects for which bids were received on April 28, 1932.

We are today advising the Standard Asphalt Paving Co. and Schmeer & Williams that they will be expected to accept the provisions of the Workmen's Compensation Act and operate in strick compliance of the provisions thereof.

As to the Intermountain Aerial Surveys, Inc. I wish to say that this is an Idaho corporation and it is my opinion that their business is of interstate character, therefore, they would not be protected by the Oregon compensation law. In any event, the work they will do for the State Highway Commission will be of a few hours duration insofar as actual flying is concerned. The balance of their work will be done in their Boise, Idaho, offices.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

[illegible] 101-5

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, ORE.

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

RECEIVED
APR 28 1932
OREGON
STATE HIGHWAY COMMISSION

April 27, 1932

PA 38
Pendleton-Emigrant Hill

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are today recommending for approval the plans, specifications and estimate covering Oregon F.A.P. No. 38, Reopened.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By J. M. Elliott
J. M. Elliott
Sr. Highway Engineer

Pendleton - Emigrant Hill.

Jml

April 25, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate and five bid proposals covering the Emigrant Hill Section, Project No. 118. We are likewise enclosing three copies of Contract No. 1235 to cover the production of mineral aggregate. Under separate cover, five blueprint copies of Sheet No. 2-A of the plans are being sent for the purpose of inserting in the plans of the project which you have on file.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department

Project No. 118 (Reop.)

EMIGRANT HILL SECTION OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate with specifications for resurfacing and bituminous macadam. Set as basis for modified agreement.)

Salem, Oregon, April 25, 1932.

Statement of Completed work
~~Completed Work as Shown by Final Voucher~~

Trust Patent Lands

Agreement Estimate	$ 97,225.80
Overruns	9,683.60
	$106,909.40
Engineering and Contingencies (prorated)	16,691.47
Total Cost (Trust Patent Lands)- - - -	$123,600.87

Deeded Lands

Agreement Estimate	$ 28,987.20
Overruns	88.14
	$ 29,075.34
Engineering and Contingencies (prorated)	4,539.45
Total Cost (Deeded Lands)- - - - - -	$ 33,614.79

Total Cost on which Federal Aid was Computed:

Trust Patent Lands - - - - - -	$106,909.40
Deeded Lands- - - - - - -	$ 29,075.34

Federal Aid Paid:

Trust Patent Lands	$106,909.40
Deeded Lands	18,041.47
	$124,950.87

(A)

Length of Project:

Thru Trust Patent Lands,	50,976 ft.	9.655 miles
" Deeded Lands	17,365 ft.	3.288 "
		12.943 miles

Cost per Mile:

Thru Trust Patent Lands	$ 12,801.74
" Deeded Lands	$ 10,223.47

Federal Aid Paid Per Mile:

Thru Trust Patent Land	$ 11,072.95
" Deeded Lands	$ 5,487.06

NEW WORK - ROADWAY

(Sta. 348+00 to Sta. 545+10.5)

5,100	cu. yds.	Excavation, Single Classification	$ 0.22	est.	$ 1,122.00
2,300	yd. mi.	Truck Haul	0.16	"	368.00
1,500	cu. yds.	Salvaging Surfacing Materials	0.50	"	750.00
750	" "	Handling Salv. Matls. thru Stockpiles	0.30	"	225.00
800	yd. mi.	Hauling Salvaged Materials	0.16	"	128.00
7,600	cu. yds.	Gravel Topping	0.35	"	2,660.00
15,000	" "	Rock Topping	0.45	"	6,750.00
27,800	yd. mi.	Hauling Rock or Gravel Topping	0.14	"	3,892.00
400	cu. yds.	Filler	0.25	"	100.00
800	yd. mi.	Filler Haul	0.14	"	112.00
5,060	cu. yds.	Placing Mineral Aggregate	1.10	"	5,566.00
6,200	yd. mi.	Hauling Mineral Aggregate	0.18	"	1,116.00
340	tons	Asphalt in Place	23.00	"	7,820.00
40	"	Emulsified (or Cut-back) Asphalt in Seal Coat	23.00	"	920.00
					$ 31,529.00

Bituminous Macadam Aggregate (Contract No. 1235)

2,730	cu. yds.	2½" - 1½" Matls. in Stockpiles	0.80	low bid	2,184.00
910	" "	1½" - 3/4" " " "	0.80	" "	728.00
410	" "	3/4" - ½" " " "	1.00	" "	410.00
690	" "	½" - ¼" " " "	1.05	" "	724.50
11,000	yd. mi.	Hauling Broken Stone, Pile Measure	0.15	" "	1,650.00
					5,696.50
					$37,225.50
		10% Engr. & Cont.			3,722.55
					$40,948.05

Length of Reopened Portion,

Thru Trust Patent Lands	1.944	Miles
" Deeded Lands	1.779	"
	3.723	Miles

Cost per mile, new work $10,998.67

Federal Aid per mile allowable thru deeded lands -

$$\text{Deficiency, } - \frac{\$18,675.00 - \$5,487.06}{\$18,675.00} = .70618$$

.70618 x $18,669.00 = $13,183.67

SUMMARY

Item	Total Cost	Federal Aid	State Funds
Original Project			
Trust Patent Lands	$123,600.87	$106,909.40	$ 16,691.47
Deeded Lands	33,614.79	18,041.47	15,573.32
	$157,215.66	$124,950.87	$ 32,264.79
New Work			
Roadway	$ 40,948.05	25,481.97 (62.23%)	15,466.08
Totals (All work)	$198,163.71	$ 150,432.84	$ 47,730.87

	Length	Cost per Mile	Federal Aid Per Mile
Trust Patent Lands:			
Original Project	9.655	$ 12,801.74	$ 11,072.95
New Work	1.944	10,998.67	6,844.47
		$ 23,800.41	$ 17,917.42
Deeded Lands:			
Original Project	3.288	$ 10,223.47	$ [illegible]
New Work	1.779	10,998.67	→
		$ 21,222.14	$ 12,3[illegible]

April 23, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying specifications and five bid proposals for the widening and resurfacing of the Pendleton-Cabbage Hill Section, Project No. 38. One set of original sections, showing the proposed work, is being sent under separate cover. We are likewise sending five blueprint copies of Sheets Nos. 1, 2-4, 7, 8, 9 and 10 of the plans, which sheets have been revised to show the alignment and profile to which the project has been actually constructed. Please subsitute these sheets in the original plans which you have.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department   Project No. 38 (Recon.)

PENDLETON-CABBAGE HILL SECTION

OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate with specification for widening, resurfacing and constructing bituminous macadam from Sta. 69+18.8 to Sta. 348+00. Not as basis for modified agreements.)

Salem, Oregon, April 23, 1932.

COMPLETED WORK AS SHOWN BY FINAL VOUCHER

Agreement Estimate	$ 98,115.44
Engineering and Contingencies	12,375.74
Overruns	9,413.69
Total	$119,904.87
Cost on which Federal Aid was computed	$107,926.98
Federal Aid Paid	53,963.49
Length of Project	7.536 miles
Cost per mile	$ 15,910.94
Federal Aid paid per mile	7,160.76

NEW WORK - ROADWAY
(Sta. 69+18.8 to Sta. 348+00)
Widening, Resurfacing and Bituminous Macadam

	17,900	cu. yds.	Excavation, Single Classification	$ 0.22	est.	$ 3,938.00
	15,000	" "	Special Gravel Borrow	0.30	"	4,500.00
	8,000	yd. sta.	Overhaul	0.03	"	240.00
3700	~~5,000~~	yd. mi.	Truck Haul	0.16	"	800.00
	2,100	cu. yds.	Salvaging Surfacing Materials	0.50	"	1,050.00
	1,050	" "	Handling Salv. Matls. thru S. P.	0.30	"	315.00
	1,200	yd. mi.	Hauling Salvaged Materials	0.16	"	192.00
	24,400	cu. yds.	Gravel Topping	0.35	"	8,540.00
34200	~~34,300~~	yd. mi.	Hauling Gravel, Truck Measure	0.14	"	4,802.00
	600	cu. yds.	Filler	0.25	"	150.00
	1,200	yd. mi.	Filler Haul	0.14	"	168.00
	1,200	M-Gal.	Sprinkling	1.00	"	1,200.00
	50	lin. ft.	12" Concrete Pipe	1.00	"	50.00
	70	" "	18" " "	1.80	"	126.00
	220	" "	24" " "	2.50	"	550.00
	32	" "	36" " "	5.00	"	160.00
	7,240	cu. yds.	Placing Mineral Aggregate	1.10	"	7,964.00
	8,800	yd. mi.	Hauling Mineral Aggregate	0.18	"	1,584.00

480	tons	Asphalt in Place	$23.00 est.	$11,040.00
50	"	Emulsified (or Cut-back) Asphalt in Seal Coat	23.00 "	1,150.00
				$48,519.00

Bituminous Macadam Aggregate (Contract No. 1235)

3,910	cu. yds.	2½" - 1½" Materials in Stockpile	$ 0.80 low bid	$ 3,128.00
1,300	" "	2½" - 3/4" " " "	0.80 " "	1,040.00
590	" "	3/4" - ½" " " "	1.00 " "	590.00
980	" "	½" - ¼" " " "	1.05 " "	1,029.00
16,000	yd. mi.	Hauling Broken Stone, Pile Measure	0.15 " "	2,400.00
				$8,187.00
				$56,706.00
			10% Engr. & Cont.	5,670.60
			Total............	$62,376.60

Length of new work 5.280 miles
Cost per mile, new work $11,813.75

Revised length of project (eliminating
abandoned section, Sta. 348+00 to Sta. 397+44.2) 6.600

Revised Cost per mile, Original Work $ 18,167.40

Revised Federal Aid paid per mile $ 8,176.28

Federal Aid per mile allowable on new work, -

$$\frac{\$20,000.00 - \$8,176.28}{\$20,000.00} = .59118$$

Federal Aid per mile, allowable on new work, $18,669.00 x .59118 = $11,036.73

Federal Aid requested on new work at 62.23% $ 38,816.95

SUMMARY

Item	Total Cost	Federal Aid Fund	Federal Aid Per Mile	State Funds
Reopened Portions (Sta. 69+18.8 to Sta. 348+00 - 5.280 miles)				
New Work	$ 62,376.60	$ 38,816.95	$ 7,351.69	$ 23,559.65
Old Work	95,923.90	43,170.79	8,176.28	52,753.11
	$158,300.50	$ 81,987.74	$15,527.97	$ 76,312.76
Non-Reopened Portion (Sta. 0+00 to Sta. 69+18.8 - 1.320 miles)				
Old Work	$ 23,980.97	10,792.70	8,176.28	13,188.27
	$182,281.47	$92,780.44		$ 89,501.03

CONTRACT #1353,

PR 66 3 Bridges on Durkee-Gales Sec. 1932
#1353

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Y PLEASE
NO. ________

POST OFFICE BUILDING
PORTLAND, OREG.

BALDOCK
HWAY ENGINEER
SALEM

66

EIVED
1 - 1932
EGON
AY COMMISSION

August 25, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence today in the award of contract for Oregon NRH 66, bituminous macadam on the Durkee-Gales section, to Morrison-Knudsen Co. who submitted the low bid.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FORM 5-H-1 5200 500 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

vR 66

RECEIVED
IN REPLY PLEASE REFER TO FILE NO.
OCT 4 - 1932
OREGON
STATE HIGHWAY COMMISSION

October 3, 1932.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I have inspected the Durkee-Gales Section of the Old Oregon Trail, with Mr. Roberts of the O.W.R. & N. Co., and agreed with him to necessary work to be done to relieve the restricted waterway at the O.W.R. & N. bridges.

Mr. Roberts did not wish to excavate on the west side of the river in order to place a toe wall at the bridge near Rattlesnake Springs, but preferred that the excess slope spilling into the channel be removed and hauled away. I did not consider this an unreasonable request and we have instructed the contractor to do this as the material was placed without authority in the first instance.

We agreed to remove a few rocks at the bridge near the east end of the project to correct the condition there. This will involve only a small amount of work as the situation there is not serious.

Very truly yours,

WCWillia

WCW:CW

Division Engineer.

cc R. H. Baldock.

NOTED
State Highway Engineer

FORM 5-M-1 5286 500 8-36

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

VR 66

October 3, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
OCT 4 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing *Price Agreement* covering the installation of 28 lineal feet of 42" Lennon type flume to be constructed on the Durkee-Gales Section of the Old Oregon Trail in Baker County.

Very truly yours,

WCWillia

WCW:OW
Encl.

Division Engineer.

cc R. H. Baldock.

NOTED
State Highway Engineer

#1353

OR66

September 30, 1932

Metropolitan Casualty Insurance Company,
C. A. Maxfield, Agent,
Wilcox Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1353 for the construction of three bridges on the Durkee-Gales Section of the Old Oregon Trail in Baker County has been completed by the contractor, R. H. Jones, and that final settlement will be made by the State with said contractor for work done under said contract on or after September 30, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished in connection with this contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid in connection with this contract will be $3,878.94 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1353

PR 66

September 20, 1932

Mr. R. M. Jones,
2515 Court Street,
Baker, Oregon.

Dear Sir:

Reference is made to your contract No. 1553 covering the construction of three bridges on the Durkee-Gales Section of the Old Oregon Trail in Baker County.

Please be advised that the specified date of completion of this contract was July 31, 1932 and according to our records the contract was not completed until August 15, 1932.

The voucher covering your final estimate is not being passed for payment. However, before the payment can be made it will be necessary to have your application for fifteen days extension of time. Your application must be accompanied by the written consent of your surety on the bond furnished in connection with the contract. Please give this matter your early attention so that it will not be necessary to hold up the payment of your estimate.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

cc to McCullough.
cc to Carl F. Smith.

FORM 2-E-1 4066 5M 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

#1353

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

PR 66

August 30, 1932

H. B. Glaisyer, Secretary
State Highway Commission
Office

Dear Sir:

The three culverts on the Old Oregon Trail near Durkee in Baker County are now complete. This is contract No. 1353, R. H. Jones, contractor. We would be pleased to have you secure authorization for final payment for this work.

Very truly yours

C. B. McCullough
Bridge Engineer

By W.A.Reeves
W. A. Reeves
Office Engineer

Approved by Commn 8/31/32
HBG

WAR LD

Completion date Aug. 26, 1932

July 28, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir: Re: Oregon F.A.P. No. 66 (2nd Reopening)

We are forwarding herewith three copies of proposed project agreement, as amended, for signature and return to this office.

Will you kindly advise whether the easements covering encroachments on this project between stations 1332+50 and 1340+25, also between 1397+70 and 1411+50, have yet been secured.

Your attention is invited to the fact that the plan sheets Nos. 7, 8, and 9 for this project do not show the width of right-of-way on the side adjacent to the railroad. Will you please send us corrected prints of these plan sheets.

Deficiency allowance is computed on the basis of maximum of $20,000 per mile. The increased mileage limitation is applicable to all projects on which actual construction work had not begun on June 30, 1921. For this project the rate per mile to be used in the computation should be $24,454.69.

An approved copy of the detail estimate, upon which this modified project agreement was based, and one copy of the approved specifications are herewith enclosed.

Will you kindly have the enclosed agreements signed and forwarded here as soon as possible, as the first voucher for this project cannot be transmitted for payment until the modified project agreements have been signed.

Very truly yours,

E. H. LYNCH
District Engineer.

Encls.

CONTRACT#1354,
1707,

NRH 142-G Bridge, Paradise Cr. near 1932
Elkton

1354.1707

NRH 142-G Bridge, Paradise Cr. near 1932
Elkton

1354.1707

142

June 28, 1934

Mr. F. J. Kernan
Paloma, Oregon

Dear Sir:

I hand you herewith, for your records and files, a signed copy of the agreement between yourself and the State Highway Commission regarding your claim for extra compensation in connection with your contract No. 1412 for the 12.41 miles of surfacing on the Paradise-Creek-Red Bridge Section of the Umpqua Highway in Douglas County.

Very truly yours,

Secretary

HBG:jm

1428

June 28, 1934

Mr. E. A. Collier, Division Engineer
State Highway Commission
Roseburg, Oregon

Dear Mr. Collier:

Inclosed herewith, for your records and files, a signed copy of the agreement between [illegible] Kernan, Feloma, Oregon and the State Highway Commission regarding his claim for extra compensation in connection with contract No. 1412 for 12.41 miles of surfacing on the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County.

Very truly yours

Secretary

HBG:jn

Stencil #46-A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE NO. Oregon NRH 142-G

POST OFFICE BUILDING
PORTLAND, OREG.

March 2, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are forwarding herewith two copies of proposed project agreement, for signature and return to this office.

Very truly yours,

W. H. LYNCH
District Engineer

By LJ Caufield
L. J. Caufield
Highway Engineer

Encls.

P.S. Enclosed also is an approved copy of detail estimate, upon which the agreement was based, together with approved copy of specifications.

November 9, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Paradise Creek-Elkton Section, Project No. NRH-142-C.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

E. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-143-C

PARADISE CREEK-ELKTON SECTION OF THE

UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 7, 1933.

7,400	cu. yds.	Crushed Gravel Surfacing & Shoulders	$ 1.15	$ 8,510.00
13,000	yd. mi.	Hauling Surfacing & Shoulder Materials	0.13	1,690.00
920	cu. yds.	Filler	0.45	414.00
3,760	yd. mi.	Hauling Filler	0.13	488.80
360	M-Gals.	Sprinkling	1.50	540.00
7,500	cu. yds.	Placing Mineral Aggregate	1.30	9,750.00
13,100	yd. mi.	Hauling Mineral Aggregate	0.16	2,096.00
79	tons	Emulsified or Cut-back Asphalt in Seal Coat	26.00	2,054.00
560	tons	No. 3 Oil in Place	24.00	13,440.00
		Sub-total		$ 38,975.80
		10% Engr. & Cont.		3,897.58
		Total		$ 42,873.38

Length of Roadwork 7.983 miles
Cost per mile $ 5,370.88

National Recovery Highway Funds Requested $ 42,873.38

NON-PARTICIPATING ITEMS

Aggregate Furnished Under State Contract No. 1412

4,400	cu. yds.	1 1/2" - 3/4" Cr. Gravel in Stockpile	$ 0.90	$ 3,960.00
900	cu. yds.	3/4" - 1/2" " " " "	1.00	900.00
1,500	cu. yds.	1/2" - 1/4" " " " "	1.00	1,500.00
				$ 6,360.00

State Funds for Construction: Chap. 178, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

October 9, 1933

RECEIVED
OCT 13 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon NRH 142-G, the Paradise Creek-Elkton section of the Umpqua Highway, have today been recommended for approval. This is your authority for advertising.

The prompt submission of the bid tabulation and the agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

October 2, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany bituminous macadam specifications for the Paradise Creek-Elkton Section, Project No. NRH-142-G

Five blueprint copies of the typical cross-section and summary sheet are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GB

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-142-C

PARADISE CREEK-ELKTON SECTION OF THE
UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany bituminous macadam specifications. Not as basis for project agreement.)

Salem, Oregon, October 2, 1933.

7,400	cu. yds.	Crushed Gravel Surf. & Shoulders	$ 1.20	$ 8,880.00
13,000	yd. mi.	Hauling Surf. & Shoulder Mat'l	0.15	1,950.00
920	cu. yds.	Filler	0.30	276.00
2,760	yd. mi.	Hauling Filler	0.15	414.00
350	M-Gal	Sprinkling	2.00	700.00
7,500	cu. yds.	Placing Mineral Aggregate	1.30	9,750.00
13,100	yd. mi.	Hauling " "	0.20	2,620.00
79	tons	Emulsified or Cut-back Asphalt in Seal Coat	28.50	2,251.50
560	"	No. 3 Oil in Place	26.50	14,840.00
670	"	Tar in Place	24.70	(Alternate)
		Sub-total		$ 41,681.50
		10% Engr. & Cont.		4,168.15
		Total		$ 45,849.65

Length of Roadwork	7.983 miles
Cost per mile	$ 5,743.41

National Recovery Highway Funds Requested $ 45,849.65

NON-PARTICIPATING ITEMS

Aggregate Furnished Under State Contract No. 1A12

4,400	cu. yds.	1½" - 3/4" Cr. Gravel in Stockpile	$ 0.90	$ 3,960.00
900	" "	3/4" - ½" " " " "	1.00	900.00
1,500	" "	½" - ¼" " " " "	1.00	1,500.00
				$ 6,360.00

#1412

142 G

October 6, 1933

United States Fidelity & Guaranty Co.
C/o C. O. Price,
Porter Building
Portland, Oregon

Gentlemen:

We have received information to the effect that J. L. Cook, doing business as Cook's Service Station, has a claim amounting to $85.55 against F. J. Kernan for labor and material furnished in connection with State Highway Contract #1412 which was awarded Mr. Kernan for the surfacing of the Paradise Creek- Red Bridge Section of the Umpqua Highway in Douglas County.

This information is given you as you appear as surety on the bond furnished in connection with this contract.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

cc - F. J. Kernan
Paloma, Oregon

October 6, 1933

Herbert W. Lombard, Attorney at Law
First National Bank Building
Cottage Grove, Oregon

Dear Sir:

This acknowledges receipt of your letter of September 28th enclosing notice of claim of J. L. Cook in the amount of $25.33 against F. J. Kernan for labor and materials furnished that contractor in connection with State Highway Contract No. 1412 covering surfacing work on the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

HERBERT W. LOMBARD
ATTORNEY AT LAW
First National Bank Building
Phone 94
COTTAGE GROVE, OREGON

Sept. 28, 1933

State Highway Commission
Salem, Oregon

Gentlemen:

On behalf of J.L.Cook, doing business as Cook Service Station, I am enclosing herewith notice of claim against F.J.Kernan in connection with surfacing Paradise Creek-Red Bridge Section of Unpqua Highway in Douglas County, contract #1412, in the sum of $23.33, for filing with your Commission, pursuant to Section 67-1101 Oregon Code.

Kindly acknowledge receipt.

Yours truly,
Herbert W. Lombard

1/w
enc

RECEIVED
OCT [illegible] 1933

ELKTON, OREGO Sept 20 1933

M F. J. Kernan

Red Bridge - Paradise Creek Job.

In Account With

COOK'S SERVICE STATION

GAS, OIL AND ACCESSORIES

U. S. TIRES LANCO BATTERIES

Dec	7	tire repair		75
"	28	525 X 18 tube	1	55
Jan	21	gas for Grader	3	15
"	27	" " " "	2	59
Feb	12	tire repair		75
"	21	gas + Kerosene		25
Mch.	9	Spark Plugs	2	25
"	31	Kerosene		20
april	19	Kerosene		20
June	5	gas 20 tape 10 light bulbs 60		90
"	16	Spark plugs	2	25
"	19	Kerosene		80
July	1	gas 2 - spark plugs 1.50	3	50
"	3	Kerosene		20
"	14	High tension wire		20
"	18	wire 20 bulbs .75 tape .40 fuses 10	1	55
"	19	flash-light		39
	30	Kerosene		80
Aug	6	Kerosene		20
"	9	Kerosene 60 globe 25		85
		Total	23	.33

dersigned J.L.
umed name of Cook
County, State of
materials furnished
against the bond
tates Fidelity
the work of sur-
ection of the
contract #1412,
has been paid,
undersigned from
and that there
the same.

Cook

To: State Highway Commission
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned J.L. Cook, doing business under the assumed name of Cook Service Station at Elkton, Douglas County, State of Oregon, has a claim for labor and materials furnished to F.J.Kernan in the sum of $23.33 against the bond taken from F.J.Kernan and United States Fidelity & Guaranty Company as surety, for the work of surfacing Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County, contract #1412, and no part of said sum of $23.33 has been paid, and there is now due and owing the undersigned from F.J.Kernan the said sum of $23.33, and that there are no offsets or counterclaims to the same.

Dated September 28, 1933.

J. L. Cook

RECEIVED
OCT 3 - 193[illegible]
[illegible]

#1412

142-G

Oct. 2, 1935.

United States Fidelity & Guaranty Co.,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have to day received from the Smith Freight Line, 480 West 5th Street, Eugene, Oregon, a letter advising us that they have a claim in the amount of $35.56 against Homer Johnson, Elkton, Oregon.

The State Highway Commission has no contract with Homer Johnson, Elkton, Oregon, but we are inclined to believe that the above mentioned claim was incurred in connection with the contract awarded by the Commission to F. J. Kernan for the surfacing of the Paradise Creek-Red Bridge Section of the Umpqua Highway, Contract no. 412, and for this reason, we are advising you of the claim, since you appear as surety in the bond furnished by Mr. Kernan in connection with this project.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary.

HBJ:sb
cc: F. J. Kernan

Oct. 2, 1933.

Smith Freight Line,
489 West 5th Street,
Eugene, Oregon.

Gentlemen:

This will acknowledge receipt of your letter of the 29th ultimo, enclosing a statement of your account against Homer O. Johnson, Contractor, at Elkton, Oregon; the same being in the sum of $33.36, for supplies furnished him.

Our records show that Mr. Johnson has had no contract with the State Highway Commission in Elkton. Therefore, we can not assist you in securing settlement of this claim.

It occurs to us that perhaps Mr. Johnsen was subcontractor or was connected in some way with the contract awarded by the Oregon State Highway Commission to F. J. Kernan for surfacing the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County, State Highway Contract No. 412. In such event Mr. Kernan would be responsible for settlement of this claim, provided this claim is for material that entered into Mr. Kernan's contract. For the protection of labor and materials claims and all just debts and demands that occur against this contract Mr. Kernan was required to furnish the state with a surety bond, which we offer to you for your protection. This bond was written by the United States Fidelity and Guaranty Company for whom C. O. Priceis the local manager, with offices in the Porter Building, Portland, Oregon. We suggest that you file this claim with Mr. Price and also with the Secretary of State in conformance with provision of Chapter 280, Laws of 1931, a mimeographed copy of which is enclosed for your information.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

By

Secretary.

HBG:b

Sept 29-33

Eugene Ore

State Highway Commission

Kind Sirs I am sending you this Bill on Johnson as he moved away and left me the Book keeper told me that he sent the Bills to the Portland office but I dont think that he did as I havent heard from them Will you please help me to get this Bill

Yours

Smith Freight Line
489 West 5 street
Eugene Ore

1426

COMMISSION

1933

eptember 22nd, we have

Paradise Creek-Elkton

ed iron pipe as installed

illed is being forwarded

yours,

BALDOCK
Highway Engineer

R. A. Shelley
Chief Draftsman

RAS:ER

Bill against contractor

OCT -2 33

1426

1933

6	14	Pcs steel Plates			13.	02
10	1	tumble Bug			10.	81
11	1	Bale Rags				94
11	1	Rough Steel Casting				75
11	1	Coil Wire rope				75
11	1	Raidator 1 Casting ft Pumps				50
11	1	Bdle Hose			3	37
					33.	36

September 22nd, we have

Paradise Creek-Elkton

ed iron pipe as installed

information

lles is being forwarded

yours,

. BALDOCK
Highway Engineer

E. A. Smalley
Chief Draftsman

EAS:ER

STATEMENT

June 26 1933

M Homer Johnson
Elkton Ore

In Account with

Smith freight Line
489 W 5 st Eugene Ore

26	2	Screws 1 sack			3.	32
6	14	Pis steel Plates			13.	02
10	1	tumble Bug			10.	81
11	1	Bale Rags				94
11	1	Rough Steel Casting				75
11	1	Coil Wire rope				75
11	1	Raidator 1 Casting & Pumps				50
11	1	Bdle Hose			3	37
					33.	36

1476

1933

September 22nd, we have

Paradise Creek-Elkton

ed iron pipe as installed

lles is being forwarded

yours,

, BALDOCK
Highway Engineer

K. A. Shelley
Chief Draftsman

KAS:ER

1476

September 26, 1933

Mr. E. A. Collier
Highway Division Engineer
Roseburg, Oregon

Dear Sir:

As requested in your letter of September 22nd, we have shown on the construction profiles of the Paradise Creek-Elkton Section, the nine-inch perforated corrugated iron pipe as installed at the various slides on that section.

One blueprint each of these profiles is being forwarded to you today, under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

E. A. Smalley
Chief Draftsman

EAS:ER

6-33
OMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Roseburg, Ore.
Sept. 22, 1933

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: E. A. SKELLEY

Dear Sir:

A short time ago the Final Records were sent in for the Paradise Creek-Elkton surfacing project on the Umpqua Highway. Some 9 inch perforated corrugated iron pipe was installed by State Forces in four slides. I should like to have this information added to the construction profile. You will find on the attached sheets, diagram showing the location and length of the several pieces of perforated pipe. After you have placed this information on the construction profile, please send me a print of the profile. Should these slides become active in the future this information will be valuable to have in applying any remedy.

Very truly yours,

E. A. Collier
Division Engineer

cc. R.H. Baldock
EAC:AW

RECEIVED
SEP 23 1933
OREGON
TATE HIGHWAY COMMISSIO

#1412

142-G

Sept. 25, 1933

United States Fidelity & Guaranty Co.
C/o E. O. Price,
Porter Building
Portland, Oregon

Gentlemen:

We are informed by Mr. E. L. Bossum, Proprietor of the Elkton Garage at Elkton, that he has a claim amounting to $2.50 against F. J. Kernan for tire repair work furnished in connection with state highway contract No. 1412 which was awarded Mr. Kernan for the surfacing of the Paradise Creek-Red Bridge Section of the Umpqua Highway.

This information is given you as you appear as surety on the bond furnished in connection with this contract.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

cc - F. J. Kernan
Paloma, Oregon

Sept. 25, 1933.

Mr. H. L. Bossen, Prop.
Elkton Garage
Elkton, Oregon

Dear Sir:

We are in receipt of your bill dated Sept. 14, in the amount of $2.50, covering tire repair work furnished F. J. Kernan's equipment in connection with contract No. 1412 which was awarded Mr. Kernan for surfacing of the Paradise Creek-Red Bridge Section of the Umpqua Highway.

This department requires all contractors who perform state highway work under contract to furnish a bond for the protection of all just debts, material and labor claims etc. The bond furnished in connection with this contract was written by the United States Fidelity & Guaranty Company for whom C. O. Price, with offices in the Porter Building, Portland, is the Resident Agent. Would suggest that you get in touch with this bonding company in regard to your claim.

Wish to suggest, also, that you file notice of your claim with the Secretary of State, in conformance with Chapter 280, Oregon Laws of 1931, a mimeographed copy of which is enclosed for your information.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

RBG:MC

3

This came i n with Kernans final and Alvick

brought it in.

J. McF,

[illegible]

8		To Ref tire (32x6)	75
	9	- Ref tire (Grader)	50
	22	- Ref tire (Grader)	50
			2 50

R. H. BA
STATE HIGHWAY EN
SALEM

MISSION

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. L. Bossen
work but does not seem to

y yours,

E. Roberts.

n E. Roberts

Sept 14 1933

[illegible] J Kernan

In Account with

ELKTON GARAGE

H. L. Bossen, Prop.

ELKTON, OREGON

Bills Must Be Paid Before 10th of Each Month

July	12	To Rep tire (34x7)		75		
6		To Rep tire (32x6)		75		
	9	- Rep tire (Grader)		50		
	22	- Rep tire (Grader)		50		
				2 50		

R. H. BA
STATE HIGHWAY EN
SALEM

IMISSION

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. L. Bossen
work but does not seem to

y yours,

E. Roberts.

n E. Roberts

OTT, CHAIRMAN, PORTLAND
WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BA
STATE HIGHWAY EN
SALEM

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
Elkton

Sept. 16th., 1933

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier
Division Engineer
Roseburg, Oregon.

Dear Sir:-

Attached is a bill handed me by Mr. H. L. Bossen which he claims Kernan owes him for tire repair work but does not seem to want to pay.

Very truly yours,

Glenn E. Roberts.

Glenn E. Roberts

FORM S-A-1 9761 7500 6-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

142-G

OREGON STATE HIGHWAY COMMISSION
SALEM

Roseburg, Ore.
Sept. 22, 1933

IN REPLY PLEASE
REFER TO FILE No

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: E. A. SHELLEY

Dear Sir:

A short time ago the Final Records were sent in for the Paradise Creek-Elkton surfacing project on the Umpqua Highway. Some 9 inch perforated corrugated iron pipe was installed by State Forces in four slides. I should like to have this information added to the construction profile. You will find on the attached sheets, diagram showing the location and length of the several pieces of perforated pipe. After you have placed this information on the construction profile, please send me a print of the profile. Should these slides become active in the future this information will be valuable to have in applying any remedy.

Very truly yours,

cc. R.H. Baldock
EAC:AW

E. A. Collier
Division Engineer

NOTED
State Highway Engineer

RECEIVED
SEP 23 1933
OREGON
STATE HIGHWAY COMMISSION

Appr 12591

142-G

Form P. R. 2

State Oregon

Project No. E-142, Section G

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 22nd day of December, 1932

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 1st day of May, 1928, a project statement, which was approved by the Secretary on the 23rd day of May, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section G of said project which were recommended for approval by the United States District Engineer on the 26th day of August, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of four thousand, six hundred eighty-one and 38/100 dollars ($4,681.38) as the share of the United States payable under said act on account of Section G of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "Emergency Construction Highway funds" appropriated by Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 178, Laws of 1917, and Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 601+50, at the east end of Section E of said project in Lot 3 of Sec. 4, T.22 S., R.8 W., W.M., and survey station 1035+00 at the west end of Section F of said project, in the W½ of Sec. 19, T. 22 S., R.7 W., W.M., (excepting therefrom the existing bridge across Paradise Creek)

, length 7.983 miles, in Douglas County, being Section G of Oregon Federal Aid project No. E-143, consisting of 7.983 miles of roadway and no bridges, ~~each of more than 20 feet clear span~~, ~~of a mile in length~~. known locally as the Paradise Creek-Elkton section of the Umpqua Highway between official control points Drain and Scottsburg.

#1354

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that within one year after completion of the improvement contemplated under this agreement, it will place upon the road embraced in this project, additional surfacing of a dustless and durable type adequate to meet present and future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ...B..... of said project shall not in any event exceed the sum of four thousand, six hundred eighty-one and 38/100 dollars ($ 4,681.38), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fifteen thousand, six hundred four and 60/100 dollars ($ 15,604.60), the approved total estimated cost of Section ...B..... of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorising funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 6th day of February, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Carl Washburne
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

C. F. Marvin
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

#1354

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. E-142-C State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $15,604.60 as the total estimated cost of said project, and the sum of $4,681.38 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 6th day of February one thousand nine hundred and Thirty-three

C. F. Marvin
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

#1354
Douglas Co

142 G.

October 10, 1932

United States Fidelity & Guaranty Company,
C. O Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1354 for the construction of a bridge over Paradise Creek on the Umpqua Highway in Douglas County has been completed by the contractor, Tom Lillebo, and that final settlement will be made by the State with said contractor for work done under said contract on or after October 20th, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $14,221.99 including the final payment. Of this amount $18.78 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1354
OR 1429

October 4, 1932.

Mr. H. B. Glaisyer

This letter is to advise you that the bridge over Paradise Creek, Tom Lillebo, contractor, our contract No. 1354, was completed on September 10.

The final computations have all been checked and we would like to have you obtain permission for us to make final authorization to the contractor.

W A Reeves
W. A. Reeves
Office Engineer, Bridge Department

approved by Commission 10/5/32
HBG

142-H.

May 24, 1932

Mr. Tom Lillebo,
Reedsport,
Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a bridge across Paradise Creek on the Umpqua Highway in Douglas County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Oregon State Highway Department

Project No. 148-C

PARADISE CREEK-ELKTON SECTION OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate with plans for Paradise Creek bridge. Not as basis for project agreement.)

Salem, Oregon, April 22, 1932.

TYPE I ROADWAY

WEST UNIT: ~~(Contract Prices)~~

All Required		Clearing and Grubbing		$ 5,500.00
85,000	cu. yds.	Common Excavation	$ 0.32	27,200.00
74,000	" "	Solid Rock Excavation	0.08	1,400.00
175,000	yd.sta.	Overhaul	0.01	1,750.00
20,800	yd.mi.	Truck Haul	0.15	3,120.00
700	lin.ft.	12" Concrete Pipe	0.80	560.00
500	" "	18" " "	1.95	975.00
150	" "	24" " "	2.60	390.00
120	" "	30" " " (Heavy)	4.50	540.00
300	" "	12" Corr. Galv. Iron Pipe	0.90	270.00
20	" "	18" " " " "	1.60	32.00
20	" "	24" " " " "	2.10	42.00
4,300	" "	6" Porous Drain Tile	0.40	1,720.00
300	" "	6" Perforated Iron Pipe	0.90	270.00
800	cu.yds.	Rock or Gravel Backfill for Drains	0.60	480.00
10,500	" "	Gravel Topping	0.60	6,300.00
				$50,549.00
		Lump Sum Reduction		500.00
				$50,049.00

EAST UNIT: (Sta. 804 + 40 to Sta. 994 + 40)

All Required		Clearing & Grubbing	$	$ 2,700.00
64,000	cu. yds.	Common Excavation	0.24	15,360.00
60,500	" "	Solid Rock Excavation	0.02	420.00
61,000	yd. sta.	Overhaul	0.01	610.00
2,500	yd. mi.	Truck Haul	0.10	250.00
800	lin. ft.	12" Concrete Pipe	0.90	720.00
100	" "	18" " "	1.95	195.00
150	" "	24" " "	2.60	390.00
180	" "	30" " " (Heavy)	4.50	810.00

(A)

200 lin. ft.	36" Concrete Pipe (Heavy)	$ 6.50	$ 1,300.00
150 " "	48" " " (")	8.25	1,237.50
2,800 " "	8" Porous Drain Tile	0.40	1,120.00
500 cu. yds.	Rock or Gravel Backfill	0.60	300.00
6,500 " "	Gravel Topping	0.60	3,900.00
			$29,927.10
	Lump Sum Reduction		352.44
			$29,574.66
			$79,623.65
	10% Engr. & Cont.		7,962.37
	Total, Type I Rdwy.		$87,586.02

(A)

Length of Type I Roadway 6.078 miles

" " 1 Bridge 0.038 "

Total length (gross) 6.116 "

Cost per mile $14,410.33

TYPE II ROADWAY

EAST UNIT: (Sta. 924 + 40 to Sta. 1025 + 00) (~~Contract Prices~~)

All Required	Clearing and Grubbing	$	$ 2,238.40
26,000 cu. yds.	Common Excavation	0.24	6,240.00
100 " "	Solid Rock Excavation	0.02	2.00
31,000 yd. sta.	Overhaul	0.01	310.00
1,100 yd. mi.	Truck Haul	0.10	110.00
200 lin. ft.	12" Concrete Pipe	0.90	180.00
200 " "	18" " "	1.95	390.00
50 " "	24" " "	3.00	150.00
100 cu. yds.	Class "A" Concrete	20.00	2,000.00
11,000 lbs.	Metal Reinforcement	0.06	660.00
120 cu. yds.	Riprap	2.00	240.00
			$12,520.40
	Lump Sum Reduction		147.56
			$12,372.84

Ⓐ

10% Engr. & Cont. ..... $ 1,238.28

Total, Type II Rdwy.... $13,621.12

Length of Type II Roadway 1.905 miles

Cost per mile $7,150.19

PARADISE CREEK BRIDGE (Estimated Prices)

480 cu. yds.	Excavation	$ 5.00	$ 2,400.00
50 " "	" below plans	8.00	400.00
420 " "	Class "A" Concrete	18.00	7,560.00
150 " "	" "D" "	18.00	2,700.00
96,000 lbs.	Metal Reinforcement	0.045	4,320.00
410 lin. ft.	Concrete Handrail	4.50	1,845.00
All Required	Remove old bridge & maintain traffic		1,000.00
			$20,225.00
	10% Engr. & Cont.		2,022.50
	Total		$22,247.50

SUMMARY

Item	Total Cost	Federal Aid Funds	State Funds
Type I Roadway	$ 87,586.02	$ 54,504.78	$ 33,081.24
Type II Roadway	13,621.12	8,476.42	5,144.70
	$101,207.14	$ 62,981.20	$ 38,225.94
~~[illegible]~~. Br.	$ 22,247.50	$ 13,844.61	$ 8,402.89
	$123,454.64	$ 76,825.81	$ 46,628.83

FORM 2-B-1 1400 4M 11-31

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Cont. 1[illegible]4

PR 142G

April 1, 1932.

NOTED
State Highway Engineer

Memorandum to Mr. Baldock:

We can let the contract for the bridge over Paradise Creek and the bridge over Miller Creek South of Monroe at any time, These were in the 1932 budget, but I am not sure that they were specifically approved, particularly Paradise Creek. Will you kindly advise when you desire these structures advertised for letting?

We are also practically finished with the plans for the overcrossing on the North Portland Road in Multnomah County which is a secondary highway. According to law, this must be let by the Highway Commission and not by the county. I would therefore like to have this structure authorized by the Commission.

Estimates for these structures are as follows:

Paradise Creek	$18,000
Miller Creek Bridge south of Monroe	$ 9,000
Overcrossing in Multnomay County	$10,000

C. B. McCullough
Bridge Engineer

CBM:AP

CONTRACT#1357,

SEE:

CONTRACT#1255,

1957 SRF: Contract 1255

CONTRACT#1357,
1365,

PR 37 Dillon Sec., Grading 1932

1357, 1365

August 29, 1933

Mr. John L. Foote
Attorney at Law
St. Helens, Oregon

Dear Sir:

Reply is made to your letter of August 28 regarding the claim of L. Watters against Clifton & Applegate for services rendered in connection with their contract for the construction of the Dillon Section of the Columbia River Highway in Wasco County.

It is noted that this claim has not been paid by Clifton & Applegate, wherefore, I am again calling the matter to their attention.

The records show that this project was completed on October 15, 1932, and was accepted by the State Highway Commission on December 18, 1932.

Review of the correspondence regarding the Watters' claim reveals that we have a letter from Clifton & Applegate, dated February 27, 1933, in which they state that the claim is against Logan Construction Company, their subcontractors, and that they are taking the matter up with that company with the idea of bringing about a settlement. Evidently, they were unsuccessful in bringing about this settlement and, therefore, the matter is still pending.

Very truly yours

Secretary

HBG:AJ

#1365
37

August 29, 1933

Clifton & Applegate
Hutton Building
Spokane, Wn.

Gentlemen:

This letter is to inform you that we have received a communication from John L. Foote, attorney at law, St. Helens, advising that the claim of L. Watters against you for services rendered in connection with the contract for the construction of the Dillon Section of the Columbia River Highway in Wasco County has not yet been settled.

In your letter of February 27, 1933 you state that you were taking the matter up with Logan Construction Company, your subcontractor, and endeavoring to bring about a settlement in the near future.

This matter is of quite long standing and we would, therefore, appreciate a letter from you indicating the action taken by you.

Very truly yours

Secretary

AJ

cc U. S. Fidelity & Guaranty Co.
% C. O. Price, Manager
Porter Building
Portland, Oregon

#1365
Wasco

JOHN L. FOOTE
ATTORNEY-AT-LAW
ST. HELENS, OREGON

August 25,1933.

RECEIVED
AUG 25 1933
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem,Oregon.

Gentlemen:

Under date of February , 1933, I filed a claim on behalf of L. Watters against a bond taken from Clifton & Applegate and United States Fidelity & Guaranty Company, for work on the Dillion Section of the Columbia River Highway in Wasco County,Oregon, under contract with your commission.

To date this bill has not been paid and wish you would advise as to date of acceptance of this work by the State.

I wish you would advise me further if your records show whether the contractors refused to pay the bill of my client, or whether the matter is still pending.

Very truly yours,

John L. Foote
P

Contract #1365
Completed Oct. 15, 1932
Accepted Dec. 13, 1932

[illegible] this matter. [illegible]

AUGUST
Twenty-Ninth
1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Dillon Section, Project No. [illegible]-37.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

Encl.

Oregon State Highway Department

National Recovery
Highway Project No. NRH-37

DILLON UNIT OF THE SEUFERT-DESCHUTES RIVER SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 29, 1933.

BITUMINOUS MACADAM WEARING SURFACE, TYPE B-7

Roadwork (Sta. 1449+82.1 to Sta. 1490+60) (Sta. 1508+00 to Sta. 1520+80):

1.0	miles	Preparation of Base	$50.00	$ 50.00
1,360	cu. yds.	Placing Mineral Aggregate	1.15	1,564.00
3,400	yd. mi.	Hauling " "	0.18	612.00
90	tons	Asphalt in Place	23.20	2,088.00
11	tons	Emulsified or Cut-back Asphalt in Seal Coat	23.20	255.20
700	cu. yds.	Gravel Shoulders	0.25	175.00
1,800	yd. mi.	Hauling Shoulder Materials	0.15	270.00
			Sub-total	$5,014.20
			10% Engr. & Cont.	501.42
			Total	$5,515.62

Dillon Overcrossing and Earth Approaches. (Sta. 1490+60 to Sta. 1508+00):

0.4	mile	Preparation of Base	$50.00	$ 20.00
440	cu. yds.	Placing Mineral Aggregate	1.15	506.00
1,100	yd. mi.	Hauling " "	0.18	198.00
25	tons	Asphalt in Place	23.20	580.00
3	"	Emulsified or Cut-back Asphalt in Seal Coat	23.20	69.60
200	cu. yds.	Gravel Shoulders	0.25	50.00
500	yd. mi.	Hauling Gravel Shoulders	0.15	75.00
			Sub-total	$1,498.60
			10% Engr. & Cont.	149.86
			Total	$1,648.46

Length of Roadway	1.0053 miles
" " Dillon Overcrossing & Earth Approaches	.3409 "
Total Length	1.346 "

Cost per mile $5,486.54

National Recovery Highway Funds Requested:

Roadwork	$5,515.62
Structure & Apprs.	1,648.46
	$7,164.08

State Funds for Constr: Chap. 175 Laws 1917; Chap. 31, laws 1920
" " " Maint: Chap. 41, laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 5, 1933.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
AUG 7 - 1933
OREGON
STATE HIGHWAY COMM

Dear Sir:-

Plans, specifications and estimate for Oregon National Recovery Highway Project No. NRH-37, The Dillon Section of the Old Oregon Trail, 1.346 miles of bituminous macadam, have today been recommended for approval. This is your authority for proceeding with advertising.

Special clauses, mentioned in our letter of August 2, 1933, should be included in the advertisement for bids. Also, we would like to have for each project four copies of mimeograph Notice to Contractors, which should likewise contain the three clauses mentioned.

As no Federal funds will be paid on this project until or unless the agreement is executed, it is essential that all documents be forwarded without delay. This is particularly true of bid tabulations and agreement estimates. As we have been instructed to submit these documents immediately after the letting, we are requesting that they be forwarded so as to reach this office not more than three days after the letting.

The preliminary estimate dated August 3 does not segregate the roadway and bridge surfacing. It is our present understanding that when surfacing is carried across a bridge built with Federal Aid, the cost of surfacing placed on the bridge should be segregated and shown as bridge cost. This is the opposite of the procedure followed when surfacing is carried across bridges constructed without Federal Aid, in which cases no segregation is required. It is accordingly requested that the agreement estimate be prepared so as to show separately the roadway and bridge surfacing.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

June 16, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith six copies of estimate to accompany the bituminous macadam specifications for the Dillon Section, Project No. 37.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Bash/ER

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-37

DILLON UNIT OF THE SEUFERT-DESCHUTES RIVER SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate accompanying specifications. Not as basis for project agreement.)

Salem, Oregon, August 3, 1933.

Statement of Completed Work:

Statement of completed work will be submitted upon payment of final voucher.

Bituminous Macadam Wearing Surface Type B-7
(Sta. 1449+82.1 to Sta. 1520+50)

1.4	miles	Preparation of Base	$75.00	$ 105.00
1,800	cu. yds.	Placing Mineral Aggregate	1.15	2,070.00
4,500	yd. miles	Hauling Mineral Aggregate	0.15	675.00
115	tons	Asphalt in Place	22.00	2,530.00
14	tons	Emulsified or Cut-back Asphalt in Seal Coat	25.00	350.00
900	cu. yds.	Gravel Shoulders	0.30	270.00
2,300	yd. mi.	Hauling Shoulder Materials	0.10	230.00
				$6,230.00
				623.00
				$6,853.00

Length of Roadway (Sta. 1449+82.1 to 1490+40)(Sta. 1508+00 to Sta. 1520+80)		1.0053 miles
Length of Dillon Overcrossing and earth approaches (Sta. 1490+40 to Sta. 1508+00)		.3409 "
	Total length	1.346 miles

Cost per mile $5,091.38

Note: Bituminous Macadam to be constructed across Dillon Overcrossing.

National Recovery Highway Funds Requested $6,853.00

(7)

National Recovery
Highway Project No. NRH-37

Copy

Oregon State Highway Department — Federal Public Works Highway Project No. 37

DILLON UNIT OF THE SEUFERT-DESCHUTES RIVER

SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate accompanying specifications. Not as basis for project agreement.)

Salem, Oregon, June 16, 1933

Statement of Completed Work:

Statement of completed work will be submitted upon payment of final voucher.

Bituminous Macadam Wearing Surface Type B-Y
(Sta. 1442/82.1 to Sta. 1519/50)

1.4	miles	Preparation of Base	$ 75.00	$ 105.00
1,800	cu. yds.	Placing Mineral Aggregate	1.15	2,070.00
4,500	yd. mi.	Hauling Mineral Aggregate	0.15	675.00
115	Tons	Asphalt in Place	22.00	2,530.00
14	Tons	Emulsified or Cut-back Asphalt in Seal Coat	25.00	350.00
900	cu. yds.	Gravel Shoulders	0.30	270.00
2,300	yd. mi.	Hauling Shoulder Materials	0.10	230.00
				$ 6,230.00
				623.00
				$ 6,853.00

Aggregate:

840	cu. yds.	Grade "D" Rock in Stockpile	$1.40 low bid	$ 1,176.00
420	cu. yds.	" "C" " " "	1.40 " "	588.00
170	cu. yds.	" "B" " " "	1.60 " "	272.00
250	cu. yds.	" "A" " " "	1.60 " "	400.00
				$ 2,436.00
				243.60
				$ 2,679.60

Sub-total	$ 8,666.00
10% Engr. & Cont.	866.60
Total....................	$ 9,532.60

Length of Roadway (Sta. 1449/82.1 to 1490/40) Sta. 1508/00 to Sta. 1520/80)	1.0058 miles
Length of Dillon Overcrossing and earth approaches (Sta. 1490/40 to Sta. 1508/00)	.3403 "
Total length	1.346 miles
Cost per mile	$ ~~7,082.18~~ 5091.38

Note:- Bituminous Macadam to be constructed across Dillon Overcrossing.

FUNDS REQUESTED

Item	Total Cost	Regular Fed. Aid Funds		Public Works Hwy. Funds	State Funds
Bituminous Macadam	$ 6,853.00	$ - -		$ 6,853.00	$ - -
Aggregate	2,679.60	1,651.70	(61.64%)	- -	1,027.90
	$ 9,532.60	$ 1,651.70		$ 6,853.00	$ 1,027.90

National Recovery Highway Funds Requested * $6853.00

#1365

37

May 2, 1933

Mr. C. C. Price, Manager
U. S. Fidelity & Guaranty Company
Porter Building
Portland, Oregon

Dear Sir:

Enclosed is copy of notice of claim filed by E. M. Holden with the Secretary of State against the surety bond furnished by Clifton & Applegate in connection with State Highway Contract No. 1365, which is for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

The claim is in the sum of $151.98 and is for merchandise furnished to the contractors.

This information is given you as you appear as surety on the contractors' bond.

Very truly yours

Secretary

AJ

cc Clifton & Applegate
Hutton Building
Spokane, Wn.

May 2, 1933

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of May 1 enclosing copies of notice of claim filed by E. M. Holden against State Highway Contract No. 1383 which was awarded to Clifton & Applegate for the grading of the DillonSection of the Columbia River Highway in Wasco County.

Copies of the notice are being sent to the contractors and the surety which furnished the bond in connection with the above-described contract.

Very truly yours

Secretary

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAY - 1933
STATE HIGHWAY COMMISSION
OREGON

May 1, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

A notice of claim by E. M. Hulden for materials furnished in the amount of $131.98 against the bond taken from Clifton & Applegate, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Dillon Section of the Columbia River Highway, State Highway contract No. 1365, has been received from Frank G. Dick, Attorney, The Dalles, Oregon, and filed in this office today.

A copy of this notice is enclosed for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
enc. 3

COPY

To The Secretary of State of the State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given, that the undersigned, E. M. Hulden, has a claim for materials, for merchandise, automobile tires and tubes, gasoline and oils—supplies in the sum of One Hundred Thirty-one Dollars and Ninety-eight Cents ($131.98), besides interest thereon against the bond taken from Clifton & Applegate, a corporation, contractors, and their surety, United States Fidelity & Guaranty Company, also against Logan Construction Company, a sub-contractor, under said Clifton & Applegate, a corporation, and said surety, and furnished at the request of said Logan Construction Company, while acting as sub-contractor under said Clifton & Applegate, a corporation. The said automobile tires, tubes, gasoline, oils, supplies and merchandise were sold, delivered and furnished to and at the request of Logan Construction Company, a sub-contractor of said Clifton & Applegate, a corporation, the original contractor, for the work of the grading of 1.1 miles of the Dillon Section of the Columbia River Highway, in Wasco County, Oregon, and more particularly, that part of said highway, Easterly of the Junction of the said highway and The Dalles California Highway in said Wasco County, State of Oregon. State of Oregon Contract No. 1365.

Done this 26th day of April, 1933.

A. M. HULDEN

Endorsed: File No. 2239
Filed May 1, 1933
HAL E. HOSS,
Secretary of State

#1845

87

May 2, 1933

Clifton & Applegate
Hutton Building
Spokane, Washington

Gentlemen:

Complying with your request of April 28 there is enclosed a copy of the notice of claim filed by E. M. Hulden with the Secretary of State, being his claim in the sum of $131.98 for supplies, etc., furnished Logan Construction Company in connection with your contract for the construction of the Dillon Section of the Columbia River Highway in Wasco County.

You will note that this claim was filed in the office of the Secretary of State on May 1, 1933. The information given in the notice is all that is available.

Very truly yours

Secretary

HBG:AJ

cc

CLIFTON, PRES.
V. J. APPLEGATE, VICE PRES.

HUTTON BUILDING
SPOKANE, WASH.

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS

Spokane, Washington
April 28, 1933

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are this morning in receipt of copy of your letter to the U. S. F. & G. Company dated April 27th relative to some claim against the Logan Construction Company under Contract 1365. We are very much surprised to note that another claim has developed in connection with this account. As far as we know we have paid all claims in connection with this account, with the exception of the one referred to in your letter. We would be pleased to have the details concerning this claim so that we may check up and determine the merits of same.

Thanking you for advising us further, we are

Very truly yours,

CLIFTON & APPLEGATE

BY

ojm cb

The details concerning this claim are not furnished but this information is being forwarded to you since you appear as surety on the bond furnished by Clifton & Applegate.

It is our understanding that all claims against this contract, with the exception of one for the rental of a power shovel, have been paid and under this representation, and with your approval, final payment was released by us to Clifton & Applegate.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

c.c. Clifton & Applegate
Hutton Building
Spokane, Washington

#1365

OR 37

April 27, 1933

U. S. Fidelity & Guaranty Company
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We have just received information from Frank G. Dick, an attorney of The Dalles, Oregon, that his client has a claim in the sum of $131.98 against the Logan Construction Company who appear as subcontractors to Clifton & Appligate under contract No. 1365 for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

The details concerning this claim are not furnished but this information is being forwarded to you since you appear as surety on the bond furnished by Clifton & Applegate.

It is our understanding that all claims against this contract, with the exception of one for the rental of a power shovel, have been paid and under this representation, and with your approval, final payment was released by us to Clifton & Applegate.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

c.c. Clifton & Applegate
Hutton Building
Spokane, Washington

April 27, 1933

Mr. Frank G. Dick
Attorney at Law
The Dalles, Oregon

Dear Sir:

Reply is made to your letter of April 26 concerning the Clifton & Applegate contract for highway construction work about 8 miles east of The Dalles on the Columbia River Highway.

The contract to which you refer is State Highway Contract No. 1365 for the grading of 1.1 miles of the Dillon Section of the Columbia River Highway. Clifton & Applegate is the original contractor; its offices are in the Hutton Building, Spokane, Washington.

The bond furnished to the state was written by the United States Fidelity & Guaranty Company for whom C. O. Price is agent, with offices in the Porter Building, Portland. The records show this project was completed by the contractor on October 15, 1932 and was formally accepted by the Highway Commission on December 13, 1932.

There is nothing in this contract to prevent the subcontracting of the work by the original contractor. The clause to which you refer was not inserted in our contracts until two or three months after the award of this one to Clifton & Applegate, therefore, the subcontracting of the work to Logan Construction Company was legal and legitimate.

The bond furnished by the original contractor is for the protection of labor and material claims, and all just debts, dues and demands incurred against the project, whether the work was performed by the original contractor or his subcontractor. I would suggest that you contact the agent of the bonding company with respect to the claim of your client.

Very truly yours

Secretary

RBG:jn

FRANK G. DICK
ATTORNEY-AT-LAW
THE DALLES, OREGON

April 20th, 1933

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Sometime in 1932, or perhaps earlier, you let a contract to Clifton & Applegate to build the approach and perhaps to widen the overhead bridge, which crosses the railroad, about seven or eight miles Easterly of The Dalles, on the Old Oregon Trail. It is the second overhead bridge. I represent a man, who has an unpaid claim of $131.98 and interest against Logan Construction Company, an alleged sub-contractor under Clifton & Applegate upon the work. CLIENT HAS HEARD THAT CLIFTON & APPLEGATE DID NOT HAVE AUTHORITY, UNDER THEIR CONTRACT, TO SUBLET UNDER THIS JOB, AND THAT MAY SAVE MY CLIENT, WHO HAS NOT YET FILED HIS CLAIM WITH THE SECRETARY OF STATE, AS REQUIRED BY LAW. If you know of any rule that that might fall under, please let me know. It is likely that it would make Clifton & Applegate personally liable for the debt, rather than the sub-contractor. I desire to know what you think of client's contention, to the effect that under Section 67-1011 Oregon Code 1930, he has one year in which to file his claim with the Secretary of State. I understand that this Section was amended by Chapter 280, Laws of 1931, and that client has only six months now, in which to file his claim with the Secretary of State. Please let me know if my version is right or if client's version is right, according to your understanding.

I think that the version, that Clifton & Applegate had no right to sub-contract is the most important one, because if Clifton & Applegate had no right to sub-contract, and if they did so any how, then I think the law would set up the fact, that Logan Construction Co., who bought the goods

RECEIVED
APR 27 1933
OREGON
STATE HIGHWAY COMMISSION

was the agent, rather than the sub-contractor of Clifton & Applegate.

Please give me the following data:

FIRSTLY, The actual name of the job, given in the contract with Clifton & Applegate, if they are the original contractors, which we think they are, and if not, give the correct name of the original contractor;

SECONDLY, Give the name of the surety, who signed the bond for the original contractor;

THIRDLY, Give the date that the original contract was approved and the job was completed, the approval having been made by the affirmative act of the State of Oregon, as mentioned in Chapter 280, Laws 1931.

If this job is not yet completed and affirmatively accepted, then client is of liberty to file his claim.

Thanking you I am,

Most respectfully yours,

Frank G. Dick
F.C.

FGD:FC

#1365

OR 37

April 21, 1933

Clifton & Applegate, Incorporated
Railroad Contractors
Hutton Building
Spokane, Washington

Gentlemen:

Attention Mr. L. J. McGee

This will acknowledge receipt of your letter of April 18 forwarding release of claim of W. Baker against your contract for the construction of the Dillon Section of the Columbia River Highway in Wasco County, which I am placing on file in this office.

Very truly yours

Secretary

RBG:jm

JOHN M. CLIFTON, PRES.
V. J. APPLEGATE, VICE PRES.

HUTTON BUILDING
SPOKANE, WASH.

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS

Spokane, Washington
April 18, 1933

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Enclosed please find release properly executed in connection with claim filed by W. Baker. Hoping you find same in order, we are

Very truly yours,

CLIFTON & APPLEGATE

BY

ojm cb

NOW THEREFORE, in consideration of Twenty-three and 50/100---------- Dollars ($23.50) paid by the contractor, Clifton and Applegate, receipt whereof is hereby acknowledged I hereby release and forever discharge the said Clifton & Applegate, United States Fidelity and Guaranty Company and [illegible]

CLIFTON, APPLEGATE
APR 7

RELEASE

With Subrogation

WHEREAS, Clifton and Applegate as principals entered into a certain contract with the State of Oregon for the grading of the Dillon Section of the Columbia River Highway in Wasco County, Oregon, and the United States Fidelity and Guaranty Company as surety, executed the Statutory Bond therefor; and

WHEREAS Logan Construction Company, subcontractors under Clifton and Applegate, is indebted to W. Baker in the sum of --Twenty-three and 50/100------ Dollars ($23.50) for material and/or labor furnished to said Logan Construction Company by said W. Baker and used in the said project;

NOW THEREFORE, in consideration of Twenty-three and 50/100---------- Dollars ($23.50) paid by the contractor, Clifton and Applegate, receipt whereof is hereby acknowledged I hereby release and forever discharge the said Clifton & Applegate, United States Fidelity and Guaranty Company and Logan Construction Company from any and all debts, claims, demands and liabilities arising out of and/or in connection with the said project, and hereby sell, assign and subrogate to the said Clifton & Applegate any and all debts, claims, demands and liabilities that I now or may hereafter have, both in law or in equity, against the said Logan Construction Company arising out of and/or in connection with the said project.

Executed in duplicate this 4th day of ~~December~~ April, 1933.

W. Baker

Witness:

Thos R. [illegible]

Check No. ________

Amount: $23.50

#1365

#K37

February 27, 1933

Clifton & Applegate
Hutton Building
Spokane, Washington

Gentlemen:

This acknowledges receipt of your letter of February 24 enclosing releases of claims of Earl Cloe and Lloyd Cloe filed against you in connection with the contract that was awarded to you for the grading of the Dillon Section of the Columbia River Highway in Wasco County. We thank you for these releases.

It is noted that you are contacting the parties having additional claims and that releases will be sent in when they have been secured. Upon receipt of these we will be pleased to release the final payment to you in connection with this work.

Very truly yours

Secretary

HBG:AJ

Apr. 20th or 21st.

Final warrant given to Mr. Clifton 4/15/33 in person with Klevens approval.
Clifton to furnish receipt for Baker claim and surety to give consent.
HBG

rec'd 4/20/33

ON, PRES.
PPLEGATE, VICE PRES.

HUTTON BUILDING
SPOKANE, WASH.

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS
Spokane, Washington

February 24, 1933

RECEIVED
FEB 27 1933
OREGON
STATE HIGHWAY C

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Enclosed please find claims of Earl Cloe and Lloyd Cloe filed against our contract for the construction of the Dillon Section of the Columbia River Highway.

Hoping you find same in order, we are

Yours truly,
CLIFTON & APPLEGATE
BY

ojm cb

P. S.
We are also contacting the parties that have filed claims that are not cleaned up as yet and will endeavor to furnish you proper information at the earliest date possible.

---

labor furnished to said Logan Construction Company by said Earl Close and used in the said project;

NOW THEREFORE, in consideration of Forty-one and 70/100 Dollars ($41.70) paid by the contractor, Clifton and Applegate, receipt whereof is hereby acknowledged I hereby release and forever discharge the said Clifton & Applegate, United States Fidelity & Guaranty Company, and Logan Construction Company from any and all

RELEASE

With subrogation

WHEREAS, Clifton & Applegate as principals entered into a certain contract with the State of Oregon for the grading of the Dillon Section of the Columbia River Highway in Wasco County, Oregon, and the United States Fidelity and Guaranty Company as surety, executed the Statutory Bond therefor;and

WHEREAS Logan Construction Company, subcontractors under Clifton and Applegate, is indebted to Earl Cloe in the sum of Forty-one and 70/100---------($41.70) Dollars for material and/or labor furnished to said Logan Construction Company by said Earl Close and used in the said project;

NOW THEREFORE, in consideration of Forty-one and 70/100 Dollars ($41.70) paid by the contractor, Clifton and Applegate, receipt whereof is hereby acknowledged I hereby release and forever discharge the said Clifton & Applegate, United States Fidelity & Guaranty Company, and Logan Construction Company from any and all Debts, claims, demands and liabilities arising out of and/or in connection with the said project, and hereby sell, assign and subrogate to the said Clifton & Applegate any and all debts, claims, demands and liabilities that I now or may hereafter have, both in law or in equity, against the said Logan Construction Company arising out of and/or in connection with the said project.

Executed in duplicate this 23 day of February, 1933

Earl Cloe.
By Paul [illegible]
Atty.

Witness:
Marie Haser

Check 316

Amount $41.70

RELEASE

With Subrogation

WHEREAS, Clifton & Applegate as principals entered into a certain contract with the State of Oregon for the grading of the Dillon Section of the Columbia River Highway in Wasco County, Oregon, and the United States Fidelity and Guaranty Company as surety, executed the Statutory Bond therefor; and

WHEREAS Logan Construction Company, subcontractors under Clifton and Applegate, is indebted to Lloyd Cloe in the sum of Thirty-five and 48/100----Dollars --($35.48) for material and/or labor furnished to said Logan Construction Company by said Lloyd Cloe and used in the said project;

NOW THEREFORE, in consideration of Thirty-five and 48/100 Dollars ($35.48) paid by the contractor, Clifton and Applegate, receipt whereof is hereby acknowledged I hereby release and forever discharge the said Clifton & Applegate, United States Fidelity & Guaranty Company, and Logan Construction Company from any and all debts, claims, demands and liabilities arising out of and/or in connection with the said project, and hereby sell, assign and subrogate to the said Clifton & Applegate any and all debts, claims, demands and liabilities that I now or may hereafter have, both in law or in equity, against the said Logan Construction Company arising out of and/or in connection with the said project.

Executed in duplicate this 23 day of February, 1933

Lloyd Cloe
By Paul McCurdie, Atty.

Witness: Marie Fraser

CheckNo.

Amount $35.48

February 20, 1933

Clifton & Applegate
Hutton Building
Spokane, Washington

Gentlemen:

Attached hereto is a copy of a notice of claim that has just been filed in our office by John L. Foote, Attorney, being that of L. Watters against Clifton & Applegate for rental due on a gasoline shovel which was used in connection with your contract for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

$370^{00}

We must have evidence that satisfactory arrangements have been made for the settlement of this claim, the same as for the settlement of other claims which we have previously called to your attention, before we can release final payment to you in connection with this work.

Very truly yours

Secretary

HBG:AJ

February 17, 1933

Clifton & Applegate
Hutton Building
Spokane, Wash.

Gentlemen:

Receipt is acknowledged of your letter of February 15 enclosing releases of claims filed by Eddins Motor Company, F. S. Gunning and Ed Miller; also enclosing canceled check in favor of Bert W. Emerson in the sum of $31.45 which carries full release of his claim against you.

It is noted that you have arranged settlement with L. W. Cloe and Earl Cloe and that you will furnish releases for them as soon as they are secured. It is also noted that you have tendered Mr. W. E. Baker a check in the sum of $23.50 for his services, but that Mr. Baker claims more money.

I regret that I cannot comply with your request and release your final warrant in connection with the Dillon project. The Commission prefers that such payments be not released until evidence is in our possession which discloses that all of the claims in connection with the particular contract have been satisfied.

I shall be pleased to release your warrant upon receipt of releases from L. W. Cloe, Earl Cloe, and W. E. Baker.

The canceled check in favor of Bert W. Emerson is returned herein.

Very truly yours

Secretary

HBG:AJ

PRES.

HUTTON BUILDING
SPOKANE, WASH.

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS

Spokane, Washington
February 15, 1933

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have your letter of the 14th regarding the claims filed against our contract for the construction of the Dillon Section of the Columbia River Highway. We are enclosing releases for claims filed by the Eddins Motor Company, F. S. Gunning and Ed Miller. We also enclose you paid check in favor of Bert Emerson in the amount of $31.45, which check carries a full release of his claim against us or our bond.

Settlement has been arranged with L. W. Cloe and Earl Cloe and check has been paid to their representative at The Dalles; however it has not yet been possible for their representative to contact either of them and secure their signature to a formal release. We expect to have these releases shortly; immediately upon receipt of same we will forward them to you.

In regard to claim of W. E. Baker, we tendered a check in the amount of $23.50 which is in accordance with Logan's payroll. However our representative at The Dalles advises us that Baker claims more money. The representative of the bonding company at The Dalles is at present trying to contact Mr. Baker in order to secure the details of the additional claim so we can, if possible, verify same. When the cancelled check to Emerson has served its purpose, we would appreciate your returning it to us for our files.

We believe that the above covers all claims which have been filed with your office. As we see it everything is now cleaned up except the Baker matter which involves only a few dollars. We assure you that this will be straightened out as soon as we are able to contact him. In view of the above, we do not know whether you would care to release our final check for this job at the present time. We would very much appreciate it if you can see your way clear in doing so at once. We assure you that we regret very much the mess which has arisen over this job and it is not the sort of a jam which we are accustomed to getting into.

Yours truly,
CLIFTON & APPLEGATE

BY Jim Clifton Pres.

jmc cb

RELEASE

With Subrogation

WHEREAS, Clifton & Applegate as principals entered into a certain contract with the State of Oregon for the grading of the Dillon Section of the Columbia River Highway in Wasco County, Oregon, and the United States Fidelity and Guaranty Company as surety, executed the Statutory Bond therefor; and

WHEREAS Logan Construction Company, subcontractors under Clifton and Applegate, is indebted to Ed Miller in the sum of --Fifty-four and 85/100----- Dollars ($54.85) for material and/or labor furnished to said Logan Construction Company by said Ed Miller and used in the said project;

NOW THEREFORE, in consideration of Fifty-four and 85/100 - - - - - - - - - - - - - - - - - - - Dollars ($54.85) paid by the contractor, Clifton and Applegate, receipt whereof is hereby acknowledged I hereby release and forever discharge the said Clifton & Applegate, United States Fidelity & Guaranty Company, and Logan Construction Company from any and all debts, claims, demands and liabilities arising out of and/or in connection with the said project, and hereby sell, assign and subrogate to the said Clifton & Applegate any and all debts, claims, demands and liabilities that I now or may hereafter have, both in law or in equity, against the said Logan Construction Company arising out of and/or in connection with the said project.

Executed in duplicate this 27th day of December, 1932

Ed Miller

Witness:

Check No.

Amount $54.85

RELEASE

With Subrogation

WHEREAS, Clifton & Applegate as principals entered into a certain contract with the State of Oregon for the grading of the Dillon Section of the Columbia River Highway in Wasco County, Oregon, and the United States Fidelity and Guaranty Company as surety, executed the Statutory Bond therefor: and

WHEREAS Logan Construction Company, subcontractors under Clifton and Applegate, is indebted to Eddins Motor Co in the sum of 89^{68} Dollars for material and/or labor furnished to said Logan Construction Company by said Eddins Motor Co and used in the said project;

NOW THEREFORE, in consideration of 60^{00} Dollars paid by the contractor, Clifton and Applegate, receipt whereof is hereby acknowledged I hereby release and forever discharge the said Clifton and Applegate and the United States Fidelity & Guaranty Company for any and all debts, claims, demands and liabilities arising out of and/or in connection with the said project.

executed in duplicate this _____ day of February, 1933

Eddins Motor Co
By C. L. Eddins Mngr.

Witness:

____

Check No. 1193

Amount. 60^{00}

RELEASE

With Subrogation

WHEREAS, Clifton & Applegate as principals entered into a certain contract with the state of Oregon for the grading of the Dillon Section of the Columbia River Highway in Wasco County, Oregon, and the United States Fidelity and Guaranty Company as surety, executed the Statutory Bond therefor: and

WHEREAS Logan Construction Company, subcontractors under Clifton and Applegate is indebted to Judge F. S. Gunning in the sum of Forty-five ($45.00) Dollars for material and/or labor furnished to said Logan Construction Company by said Judge F. S. Gunning and used in the said project;

NOW THEREFORE, in consideration of Forty-five ($45.00) Dollars paid by the contractor, Clifton & Applegate, receipt whereof is hereby acknowledged I hereby release and forever discharge the said Clifton and Applegate and the United States Fidelity & Guaranty Company for any and all debts, claims, demands, and liabilities arising out of and/or in connection with the said project.

Executed in duplicate this 10 day of February, 1933.

F. S. Gunning
By Paul [illegible]
atty

Witness:

Marie [illegible]

Check No.

Amount

February 14, 1935

Clifton & Applegate
Railroad contractors
Hutton Building
Spokane, Washington

Gentlemen:

Reference is made to your letter of January 31 regarding claims filed in this office against your contract for the construction of the Dillon Section of the Columbia River Highway in Wasco County.

It is noted that you state that certain of these claims that were filed against you have been paid, and that others are in dispute. We have no information from the claimants that their claims have been satisfied; therefore, we have no alternative but to continue to hold up the final payment to you in connection with this project.

Upon receipt of satisfactory evidence that these claims have been paid, we will immediately release your warrant. It is suggested that this evidence be in the form of receipts from the claimants.

Very truly yours

Secretary

HBG:AJ

2-1-33

[illegible] warrant

[illegible] Kerr 1565 —

[illegible]

[illegible] held up payment.

ton Building
Spokane, Wash.

VED
1933
ON
COMMISSION

ontract
in Wasco

incurred
acing of
under the

advice of the
have been advi
obligations in
tools, etc.

y, the U. S. F. & G. Company. We
contractors are not responsible for
pairs to his equipment and for small

As it appears that the Logan Construction Company will probably not have a credit balance when finally settled with, we have accordingly so advised the Eddins Motor Company and F. S. Gunning, whose claims came under the above classification. However, due to a question which was raised in connection with the Gunning claim within the last few days, we again took this matter up with the U. S. F. & G. Company and expect further advice within the next day or two. If we are advised that we as principal contractors are responsible, we will immediately take care of the account.

We paid Bert W. Emerson his claim in full and have cancelled check to cover, made out in form of a release. Inasmuch as the other labor claims were taken up with the bonding company by the claimants, a check was sent to the bonding company to cover all such claims in full in accordance with the Logan payroll. We have not as yet received release receipts from the bonding company.

CLIFTON, PRES.
J. APPLEGATE, VICE PRES.

HUTTON BUILDING
SPOKANE, WASH.

LEGATE

CTORS

gton
933

RECEIVED
FEB 1 - 1933
OREGON
STATE HIGHWAY COMMISSIO

Mr. R. H. Bald
State Highway
Salem, Oregon

REFERRED TO
Glaisyer
~~To State Highway Engineer~~

Do you
consider them
answers
satisfactory

Dear Sir:

We have your l claims filed against our contract for the constr he Columbia River Highway in Wasco County.

None of these direct, but have all been incurred by the Logan C t a sub contract for the placing of the gravel top claims we have been acting under the advice of the y, the U. S. F. & G. Company. We have been advi contractors are not responsible for obligations in pairs to his equipment and for small tools, etc.

As it appears that the Logan Construction Company will probably not have a credit balance when finally settled with, we have accordingly so advised the Eddins Motor Company and F. S. Gunning, whose claims came under the above classification. However, due to a question which was raised in connection with the Gunning claim within the last few days, we again took this matter up with the U. S. F. & G. Company and expect further advice within the next day or two. If we are advised that we as principal contractors are responsible, we will immediately take care of the account.

We paid Bert W. Emerson his claim in full and have cancelled check to cover, made out in form of a release. Inasmuch as the other labor claims were taken up with the bonding company by the claimants, a check was sent to the bonding company to cover all such claims in full in accordance with the Logan payroll. We have not as yet received release receipts from the bonding company.

LIFTON, PRES.
S. APPLEGATE, VICE PRES.

HUTTON BUILDING
SPOKANE, WASH.

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS

RECEIVED
FEB 1 - 1933
OREGON
STATE HIGHWAY COMMISSION

Spokane, Washington
January 31, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have your letter r contract
for the constructio ay in Wasco
County.

Baldock
did you sign the
original of this?
HSS

None of these claim n incurred
by the Logan Constr placing of
the gravel topping. under the
advice of the Claim any. We
have been advised by nsible for
obligations incurred d for small
tools, etc.

As it appears that th a credit
balance when finally ins Motor
Company and F. S. Gun on. How-
ever, due to a questi connection with the Gunning claim within the last few days, we again took this matter up with the U. S. F. & G. Company and expect further advice within the next day or two. If we are advised that we as principal contractors are responsible, we will immediately take care of the account.

We paid Bert W. Emerson his claim in full and have cancelled check to cover, made out in form of a release. Inasmuch as the other labor claims were taken up with the bonding company by the claimants, a check was sent to the bonding company to cover all such claims in full in accordance with the Logan payroll. We have not as yet received release receipts from the bonding company.

LIFTON, PRES.
APPLEGATE, VICE PRES.

HUTTON BUILDING
SPOKANE, WASH.

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS
Spokane, Washington
January 31, 1933

RECEIVED
FEB 1 - 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have your letter of the 30th in reference to claims filed against our contract for the construction of the Dillon Section of the Columbia River Highway in Wasco County.

None of these claims are filed against our firm direct, but have all been incurred by the Logan Construction Company to whom we let a sub contract for the placing of the gravel topping. In the settling of these claims we have been acting under the advice of the Claim Agent of our bonding company, the U. S. F. & G. Company. We have been advised by them that we as principal contractors are not responsible for obligations incurred by a sub contractor for repairs to his equipment and for small tools, etc.

As it appears that the Logan Construction Company will probably not have a credit balance when finally settled with, we have accordingly so advised the Eddins Motor Company and F. S. Gunning, whose claims came under the above classification. However, due to a question which was raised in connection with the Gunning claim within the last few days, we again took this matter up with the U. S. F. & G. Company and expect further advice within the next day or two. If we are advised that we as principal contractors are responsible, we will immediately take care of the account.

We paid Bert W. Emerson his claim in full and have cancelled check to cover, made out in form of a release. Inasmuch as the other labor claims were taken up with the bonding company by the claimants, a check was sent to the bonding company to cover all such claims in full in accordance with the Logan payroll. We have not as yet received release receipts from the bonding company.

N. CLIFTON, PRES.
V. J. APPLEGATE, VICE PRES.

HUTTON BUILDING
SPOKANE, WASH.

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS

(2)

We have been advised, however, that there is a dispute on the part of L. W. Cloe and Earl Cloe as to the amount of time involved. Our check covered only the amount of labor which had been okeyed by Logan and appeared on his payroll, plus a small amount of work done direct for ourselves. We understand that the Cloe Brothers have not accepted their check and we are at present endeavoring to find out from them the hours and dates for which they claim pay, and of which we have no record.

We are endeavoring to clean this matter up as rapidly as possible, but you can also understand that we do not wish to pay any claims for which we are not properly and legally responsible.

Yours very truly,

CLIFTON & APPLEGATE

BY J.M. Clifton Pres.

jmc cb

January 20, 1932

Clifton & Applegate - Contract No. 1356 - Dillon Section of the Columbia River Highway in Wasco County -

Claims on file to date:

paid ——11-16-32 Eddins Motor Co. $89.68 for labor and material against Logan COntr. Co.

arranged ——11-26-32 L. W. Cloe advises of claim against Logan Constr. Co. amt. not stated.

paid ——12-2- 32 Bert W. Emerson $31.45 for labor against Logan Constr. Co.

paid ——12-14-32 Ed. Miller $54.85 for labor against Logan Constr. Co.

paid ——12-16-32 F. S. Gunning $61.84 for labor and material thru Sec. of State.

arranged ——12-15-32 Earl Cloe $45.40 labor against Logan Constr. Co. thru Sec. of State.

Tendered 23^{50} claims more ——1- 12-33 W. E/ Baker advises of claim for labor against Logan Constr. Co. amount of claim not stated.

Final payment in amount $1,428.54 is being held.

January 20, 1933

Clifton & Applegate
Hutton Building
Spokane, Washington

Gentlemen:

An inspection of our records reveals the following claims filed in this office against your contract for the construction of the Dillon Section of the Columbia River Highway in Wasco County, Contract #1365:

Eddine Motor Company......................	$ 89.68
L. W. Cloe, labor claim, amount not stated	
Bert W. Emerson, labor claim.............	31.45
Ed. Miller, labor claim..................	54.85
F. S. Gunning, labor and material claim.	61.84
Earl Cloe, labor claim...................	45.40
W. E. Baker, labor claim, amount not stated	

Some of the above-mentioned claims are against Logan Construction Company which was a subcontractor under you in connection with this contract. We have no knowledge that any of the bills have been paid, although we have a letter from you, received a few days ago, stating that the claim of Mr. Baker would be paid if he filed it with the U. S. Fidelity & Guaranty Company, the surety on your bond.

For your enlightenment, I wish to call your attention to Section 49-701, Oregon Code 1930, part of which reads as follows:

> * * * such contract shall contain the further clause or condition that should any contractor, fail, neglect, or refuse to make prompt payment of any claim for labor or services, furnished by any person in connection with such contract as said claim becomes due, whether said services and labor be performed

> for said contractor, or a subcontractor, then and in such event the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing such labor or services and charge the amount thereof against funds due or to become due said contractor by reason of his said contract, but the payment of any such claims in the manner herein authorized shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claim."

We have no knowledge as to whether or not these claims are proper charges against the work. Nevertheless, unless these claims are disposed of to the satisfaction of the State Highway Commission and our records cleared, we shall be obliged to give consideration to the provisions of the statute, above quoted, and may apply its benefits to satisfy the persons who have filed these claims.

It is my understanding that the final voucher, covering work performed by you under this contract, is now being audited for payment. I have instructed the Auditor to withhold this payment until the claims, above listed, are settled.

I shall appreciate your early attention to this matter.

Very truly yours

State Highway Engineer

HBG:AJ
cc Mr. Carl Smith

L.G.
E.F.A.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

GHWAY COMMISSION
ALEM

16, 1933

From the desk of—
R. H. BALDOCK

REFERRED TO
Glasyer
By State Highway Engineer

Write letter
w/ Daniel sign
RHB

with the memorandum given to you by
claims due against the subcontractor
r Clifton and Applegate, with this
n and Applegate be notified that
care of satisfactorily no further
heir contract with the State.

attention further to the provisions
e 1930, part of which reads as fol-

shall contain the further clause
any contractor, fail, neglect, or
yment of any claim for labor or
ny person in connection with such
ecomes due, whether said services
and labor be performed for said contractor, or a subcontractor, then and in such event the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing such labor or services and charge the amount thereof against funds due or to become due said contractor by reason of his said contract, but the payment of any such claims in the manner herein authorized shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claims."

I think it would be well to remind Clifton and Applegate that if it becomes necessary the State will give consideration to the provision of the statute just quoted and will apply its benefits to persons who have furnished labor or services in connection with their contract.

Yours very truly

J. M. Devers P.W.

J. M. DEVERS

JMD:PW

ERS
COTT, CHAIRMAN, PORTLAND
WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

January 16, 1933

Mr. R. H. Baldock,
Office.

Dear Sir:

I am returning herewith the memorandum given to you by Mr. Glaisyer, with respect to claims due against the subcontractor under the principal contractor Clifton and Applegate, with this recommendation: That Clifton and Applegate be notified that until these claims are taken care of satisfactorily no further payments will be made under their contract with the State.

I would call their attention further to the provisions of Section 49-701, Oregon Code 1930, part of which reads as follows:

> " * * such contract shall contain the further clause or condition that should any contractor, fail, neglect, or refuse to make prompt payment of any claim for labor or services, furnished by any person in connection with such contract as said claim becomes due, whether said services and labor be performed for said contractor, or a subcontractor, then and in such event the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing such labor or services and charge the amount thereof against funds due or to become due said contractor by reason of his said contract, but the payment of any such claims in the manner herein authorized shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claims."

I think it would be well to remind Clifton and Applegate that if it becomes necessary the State will give consideration to the provision of the statute just quoted and will apply its benefits to persons who have furnished labor or services in connection with their contract.

Yours very truly

J. M. Devers P.W.

/J. M. DEVERS

JMD:PW

ONERS
M. SCOTT, CHAIRMAN, PORTLAND
ARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Jan. 13, 1933

IN REPLY PLEASE
REFER TO FILE NO.

Memorandum to Mr. Baldock:

Notice of the following claims has been filed against the contract awarded to Clifton and Applegate for the construction of the Dillon Section of the Columbia River Highway, contract No. 1365:

Eddins Motor Company - $89.68
L. W. Cloe, labor claim - amount not stated
Bert W. Emerson - $31.45, labor claim
Ed. Miller - $54.85, labor claim
F. S. Gunning - $61.84, labor and material
Earl Cloe - $45.40, labor claim
W. E. Baker - amount not stated, labor claim

With the exception of the claim of F. S. Gunning all of the above listed claims are against the Logan Construction Company who were subcontractors under Clifton and Applegate in connection with this contract. Some of these claims are of quite long standing and, as they are labor claims, it seems to me that Clifton and Applegate should make some sort of arrangements for their settlement. As recently as yesterday I received a letter from The Dalles Red Cross Chapter regarding the claim of W. E. Baker. It appears Mr. Baker was employed on this work for two weeks in the early part of September but he has been unable to secure any payment for this work to date. Of course we have no knowledge as to whether or not his claim is legitimate, nevertheless I have called the matter to the attention of the surety and the contractor in conformance with the usual practice.

The auditor informs me that the final voucher for this work is now going through for payment, being now in the hands of the Commission for execution. I have asked him to withold payment of this final amount until further advised by myself. I am calling this matter to your attention at this time because of the nature of the claims and not because of the amount of them, as they do not aggregate a very large amount.

Very truly yours,

H B Glaisyer

Secretary

HBG:MC

REFER
Mr. Dunn
By State Highway Engineer

Should we hold voucher, until claims are satisfied or will the surety suffice RHB

Jan. 13, 1933

Memorandum to Mr. Baldock:

Notice of the following claims has been filed against the contract awarded to Clifton and Applegate for the construction of the Dillon Section of the Columbia River Highway, contract No. 1365:

Eddins Motor Company - $89.66
L. W. Cloe, labor claim - amount not stated
Bert W. Emerson - $31.45, labor claim
Ed. Miller - $54.85, labor claim
F. S. Gunning - $61.84, labor and material
Earl Cloe - $45.40, labor claim
W. E. Baker - amount not stated, labor claim

With the exception of the claim of F. S. Gunning all of the above listed claims are against the Logan Construction Company who were subcontractors under Clifton and Applegate in connection with this contract. Some of these claims are of quite long standing and, as they are labor claims, it seems to me that Clifton and Applegate should make some sort of arrangements for their settlement. As recently as yesterday I received a letter from The Dalles Red Cross Chapter regarding the claim of W. E. Baker. It appears Mr. Baker was employed on this work for two weeks in the early part of September but he has been unable to secure any payment for this work to date. Of course we have no knowledge as to whether or not his claim is legitimate, nevertheless I have called the matter to the attention of the surety and the contractor in conformance with the usual practice.

The auditor informs me that the final voucher for this work is now going through for payment being now in the hands of the Commission for execution. I have asked him to withold payment of this final amount until further advised by myself. I am calling this matter to your attention at this time because of the nature of the claims and not because of the amount of them as they do not aggregate a very large amount.

Very truly yours,

HBG:MC

Secretary

January 13, 1933

Claims against Clifton & Applegate on Contract No. 1365 - Dillon Section:

11-16-32 Eddins Motor Co. $89.68 against Logan Constr. Co.

11-26-32 L. W. Cloe against Logan Constr. Co. labor- amt. not stated.

12- 2- 32 Bert W. Emerson amt. $31.45 for labor against Logan Constr. Co.

12-14-32 Ed. Miller amt. $54.85 for labor against Logan Constr. Co.

12-16-32 F. S. Gunning amt. $61.84 for labor and material - against Clifton and Applegate - thru Secretary of State.

12-15-32 Earl Cloe amt. $45.40 for labor against Logan Constr. Co. thru Sec. of State.

1- 12-33 Claim W. E. Baker for labor against Logan Constr. Co. amt. not stated. Filed by The Dalles Red Cross.

Final payment of $1,428.54 being held up.
1/20/32

#1365

JOHN M. CLIFTON, PRES.
V. J. APPLEGATE, VICE PRES.

HUTTON BUILDING
SPOKANE, WASH.

xR37

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS

Spokane, Washington
February 27, 1933

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are in receipt of copy of notice of claim filed by L. Watters against State Highway Contract #1365, grading of Dillon Section of Columbia River Highway in Wasco County.

We might say that we are very much surprised to see this claim filed as we were told by the Logan Construction Company that they owned said shovel.

We are taking this matter up at this time and will endeavor to bring about settlement in the near future.

Yours very truly,

CLIFTON & APPLEGATE

BY

ojm cb

cc R. B. Nason

#1365

GR 37

February 25, 1933

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of February 20 enclosing copies of notice of claim filed by L. Watters against the surety bond furnished by Clifton & Applegate in connection with State Highway Contract No. 1365, grading of Dillon Section of the Columbia River Highway in Wasco County.

In accordance with our usual practice, we are today sending copies of the notice to the contractors and their surety.

Very truly yours

Secretary

AJ

COPY

TO: HAL E. HOSS,
Secretary of State,
Salem, Oregon.

NOTICE IS HEREBY GIVEN, That the undersigned, L. Watters, has a claim for rental due on gasoline shovel in the sum of THREE HUNDRED SEVENTY DOLLARS---($370.00) ----against the bond taken from CLIFTON & APPLEGATE, and U. S. Fidelity and Guaranty Company, as surety upon said bond, for the work of grading on the Dillon Section of the Columbia River Highway in Wasco County, Oregon, under contract with the State Highway Commission of the State of Oregon.

St. Helens, Oregon, February 18th, 1933.

L. Watters

COPY

TO: HAL E. HOSS,
Secretary of State,
Salem, Oregon.

NOTICE IS HEREBY GIVEN, That the undersigned, L. Watters, has a claim for rental due on gasoline shovel in the sum of THREE HUNDRED SEVENTY DOLLARS---($370.00)---against the bond taken from CLIFTON & APPLEGATE, and U. S. Fidelity and Guaranty Company, as surety upon said bond, for the work of grading on the Dillon Section of the Columbia River Highway in Wasco County, Oregon, under contract with the State Highway Commission of the State of Oregon.

St. Helens, Oregon, February 18th, 1935.

L. Watters

Endorsed: File No. 2204
Filed February 20, 1935
HAL E. HOSS,
Secretary of State

HM

Secretary of State.

RECEIVE
FEB 25 193
OREGON

TO: HAL E. HOSS,
Secretary of State,
Salem, Oregon.

NOTICE IS HEREBY GIVEN, That the undersigned, L. Watters, has a claim for rental due on gasoline shovel in the sum of THREE HUNDRED SEVENTY DOLLARS---($370.00)----against the bond taken from CLIFTON & APPLEGATE, and U. S. Fidelity and Guaranty Company, as surety upon said bond, for the work of grading on the Dillon Section of the Columbia River Highway in Wasco County, Oregon, under contract with the State Highway Commission of the State of Oregon.

St. Helens, Oregon, February 18th, 1933.

L. Watters

Endorsed: File No. 2204
Filed February 20, 1933
HAL E. HOSS,
Secretary of State

HM

Secretary of State.

RECEIVE
FEB 25 193
OREGON

C. N. LAUGHRIDGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

February 20, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We received from John L. Foote, St. Helens, Oregon, and filed as of this date, a notice of claim by L. Watters for rental in the sum of $370.00 against the bond taken from Clifton & Applegate, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Dillon Section of the Columbia River Highway in Wasco County, Oregon.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

RECEIVE
FEB 193

February 23, 1933

United States Fidelity & Guaranty Co.
% G. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

Enclosed find copy of notice of claim that has been filed with the Secretary of State by L. Watters against the surety bond furnished by Clifton & Applegate in connection with State Highway Contract No. 1365, grading of Dillon Section of Columbia River Highway in Wasco County.

The claim is for $370.00 and represents rental on a gasoline shovel.

This information is given you as you appear as surety on the contractors' bond.

Very truly yours

Secretary

cc C[illegible]n & Applegate
H[illegible] Building
S[illegible]kane, Wn.

#365

OK 37

February 20, 1933

John L. Foote
Attorney at Law
St. Helens, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 18th instant, enclosing affidavit of claim of L. Watters against Clifton & Applegate in the sum of $570.00 for rental of a gasoline shovel used in connection with the contract awarded to Clifton & Applegate for the construction of the Dillon Section of the Columbia River Highway in Wasco County.

It is noted that you have also filed notice of this claim with the Secretary of State.

Very truly yours

Secretary

HBG:AJ

February 20, 1933

U. S. Fidelity & Guaranty Company
% C. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

Attached is a copy of a notice of claim that has today been filed in this office against Clifton & Applegate, being the claim of L. Waters in the sum of $570.00 for rental due on gasoline shovel used in connection with the contract awarded to Clifton & Applegate for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

This information is given you as you appear as surety on the bond of the contractors.

Very truly yours

Secretary

HBG:AJ

cc Clifton & Applegate
Hutton Building
Spokane, Wn.

February 20, 1933

John L. Foote
Attorney at Law
St. Helens, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of February 18 enclosing affidavit of claim of L. Watters against Clifton & Applegate in the sum of $370.00 for rental of a gasoline shovel used in connection with the contract awarded to Clifton & Applegate for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

It is noted that you have also filed notice of this claim with the Secretary of State.

Very truly yours

Secretary

HBG:AJ

JOHN L. FOOTE
ATTORNEY-AT-LAW
ST. HELENS, OREGON

February 18, 1933.

RECEIVED
FEB 20 1933
OREGON

State Highway Commission
Salem, Oregon.

Gentlemen:

Enclosed find notice, drawn under the provisions of Chapter 280, 1931 Oregon Laws.

It would appear that this notice is to be filed with the Secretary of State, which I have done, and am taking the added precaution of sending one to you with the request that the same be filed in your office.

Very truly yours,

John L. Foote

enc-1

TO: HAL E. HOSS,
Secretary of State,
Salem, Oregon.

NOTICE IS HEREBY GIVEN, That the undersigned, L. Watters, has a claim for rental due on ~~steam~~ gasoline shovel in the sum of THREE HUNDRED SEVENTY DOLLARS---------($370.00)-------- against the bond taken from CLIFTON & APPLEGATE, and U.S. Fidelity and Guaranty Company, as surety upon said bond, for the work of grading on the Dillon Section of the Columbia River Highway in Wasco County, Oregon, under contract with the State Highway Commission of the State of Oregon.

St.Helens, Oregon, February 18th, 1933.

L. Watters

#1365

PR 37

January 26, 1933

Van Vactor & Childers
Attorneys-at-Law
First National Bank Bldg.
The Dalles, Oregon

Attention of Mr. Paul W. Childers

Gentlemen:

Reply is made to your letter of January 24 regarding the accounts of F. S. Gunning, Leghorn & Wallace, E. Gloe and L. Gloe against Logan Construction Company who, it appears, are subcontractors under Clifton & Applegate to whom the State Highway Commission awarded Contract No. 1365 for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

We offer for the protection of these claims the bond furnished by Clifton & Applegate in connection with this project. This bond was written by the U. S. Fidelity & Guaranty Company. Mr. C. O. Price is local manager for the company, his address being Porter Building, Portland, and I would suggest that you communicate with Mr. Price with regard to these claims.

I have been informed that the bonding company has paid several of the claims that were incurred by Logan Construction Company on this job and it may be that satisfactory arrangements can be made with the surety for payment of the claims of your clients.

Very truly yours

Secretary

HBG:AJ

January 28, 1933

U. S. Fidelity & Guaranty Company
% C. C. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

For your information we are enclosing a copy of a letter that we received today from Van Vactor & Childers, attorneys of The Dalles, relative to their clients' claim against the surety bond furnished by Clifton & Applegate in connection with State Highway Contract No. 1385, grading of the Dillon Section of the Columbia River Highway in Wasco County.

Very truly yours

Secretary

AJ
cc Clifton & Applegate

SAM E. VAN VACTOR

PAUL W. CHILDERS

VAN VACTOR & CHILDERS
ATTORNEYS-AT-LAW
303-306 FIRST NATIONAL BANK BLDG.
THE DALLES, OREGON

Jan 24 1933

State Highway Commission
Salem, Oregon

Gentlemen:

I have been given four accounts for attention, against Clifton & Applegate and the Logan Construction Company, all of which grew out of some State Highway work immediately East of The Dalles.

These people all seem to be hedging about their liability and quibbling over this and that, and I want to take this means of notifying the Highway Commission that we expect to hold the Bonding Company for any unpaid balances to the respective parties.

The amounts are as follows:-

F. S. Gunning	$61.84
Leghorn & Wallace	117.32
E. Cloe	46.40
L. Cloe	56.00

If there is any balance remaining unpaid to these contractors, it seems to me the same ought to be held up pending the payment of their bills.

Respectfully,

PWC:K

#1365

1R37

FORM 5-A-1 6788 7500 12-36
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

January 20, 1938

IN REPLY PLEASE
REFER TO FILE NO.

Clifton & Applegate
Hutton Building
Spokane, Washington

Gentlemen:

An inspection of our records reveals the following claims filed in this office against your contract for the construction of the Dillon Section of the Columbia River Highway in Wasco County, Contract #1365:

Eddine Motor Company........................	$ 89.68
L. W. Cloe, labor claim, amount not stated	
Bert W. Emerson, labor claim...............	31.45
Ed. Miller, labor claim......................	54.85
F. S. Gunning, labor and material claim.	61.84
Earl Cloe, labor claim.....................	45.40
W. E. Baker, labor claim, amount not stated	

Some of the above-mentioned claims are against Logan Construction Company which was a subcontractor under you in connection with this contract. We have no knowledge that any of the bills have been paid, although we have a letter from you, received a few days ago, stating that the claim of Mr. Baker would be paid if he filed it with the U. S. Fidelity & Guaranty Company, the surety on your bond.

For your enlightenment, I wish to call your attention to Section 49-701, Oregon Code 1930, part of which reads as follows:

> " * * such contract shall contain the further clause or condition that should any contractor, fail, neglect, or refuse to make prompt payment of any claim for labor or services, furnished by any person in connection with such contract as said claim becomes due, whether said services and labor be performed

> for said contractor, or a subcontractor, then and in such event the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing such labor or services and charge the amount thereof against funds due or to become due said contractor by reason of his said contract, but the payment of any such claims in the manner herein authorized shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claim."

We have no knowledge as to whether or not these claims are proper charges against the work. Nevertheless, unless these claims are disposed of to the satisfaction of the State Highway Commission and our records cleared, we shall be obliged to give consideration to the provisions of the statute, above quoted, and may apply its benefits to satisfy the persons who have filed these claims.

It is my understanding that the final voucher, covering work performed by you under this contract, is now being audited for payment. I have instructed the Auditor to withhold this payment until the claims, above listed, are settled.

I shall appreciate your early attention to this matter.

Very truly yours

State Highway Engineer

HBG:AJ
cc Mr. Carl Smith ✓

Cont 1365

PR 37

January 18, 1938

Ruby Thompson, Executive Secretary
American Red Cross
The Dalles, Oregon

Dear Madam:

I wrote to Clifton & Applegate regarding the claim of W. E. Baker against Logan Construction Company, subcontractor in connection with the state highway contract for the grading of the Dillon Section of the Columbia River Highway, and have received the following reply from the principal contractors on this job:

> "We are in receipt of copy of your letter of the 12th to the U. S. F. & G. Company, Portland concerning the claim of W. E. Baker, labor for the Logan Construction Co. subcontractors under us on the Dillon Section of the Columbia River Highway. We feel quite confident that by this time Mr. Baker must have received his money as we forwarded to Mr. Nason, Superintendent of Claims for the bonding company, this money some little time ago."

I would suggest that you present Mr. Baker's claim to the United States Fidelity & Guaranty Company, attention of Mr. Nason, Superintendent of Claims, provided Mr. Baker's claim has not as yet been settled.

Very truly yours

Secretary

HBG:AJ

January 16, 1933

Clifton & Applegate
Hutton Building
Spokane, Washington

Gentlemen:

This is to acknowledge receipt of your letter of January 13 and to thank you for the information contained therein regarding W. E. Baker's claim against Logan Construction Co.

Very truly yours

Secretary

AJ

M. CLIFTON, PRES.
V. J. APPLEGATE, VICE PRES.

HUTTON BUILDING
SPOKANE, WASH.

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS
Spokane, Washington

January 13, 1933

Oregon State Highway Commission
Salem, Oregon

Gentlemen: ATTENTION MR. H. B. GLAISYER, SECRETARY

We are in receipt of copy of your letter of the 12th to the U. S. F. & G. Company, Portland concerning the claim of W. E. Baker, labor for the Logan Construction Co. sub contractors under us on the Dillon Section of the Columbia River Highway. We feel quite confident that by this time Mr. Baker must have received his money as we forwarded to Mr. Nason, Superintendent of Claims for the bonding company, this money some little time ago.

Very truly yours,
CLIFTON & APPLEGATE
BY J M Clifton Pres.

jmc cb

cc U.S.F.&G.

We have not verified Mr. Baker's claim but it appears to us that if this claim is legitimate it should be taken care of right away as it is now of long standing.

Yours very truly
STATE HIGHWAY COMMISSION

HBG:MC Secretary

Cc - Logan Construction Co.
Arlington, Oregon

Clifton and Applegate
Hutton Building
Spokane, Wn.

#1365

OR 37

Jan. 12, 1935

United States Fidelity and Guaranty Co.
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

Inclosed herewith, for your information, is a copy of a letter which we have today received from the American Red Cross Chapter at The Dalles, Oregon, regarding the claim of W. E. Baker against the Logan Construction Company, sub-contractors under Clifton and Applegate on their contract #1365 covering the grading of the Dillon Section of the Columbia River Highway in Wasco County.

We have not verified Mr. Baker's claim but it appears to us that if this claim is legitimate it should be taken care of right away as it is now of long standing.

Yours very truly
STATE HIGHWAY COMMISSION

HBC:ME

Secretary

Cc - Logan Construction Co.
Arlington, Oregon

Clifton and Applegate
Hutton Building
Spokane, Wn.

Jan. 11, 1938

Ruby Thompson, Executive Secy.
American Red Cross
The Dalles, Oregon

Dear Madam:

Acknowledgment is made of the receipt of your letter of the 10th instant relative to the claim of W. E. Baker against the Logan Construction Company, sub-contractors under Clifton and Applegate who were awarded a contract by the State Highway Commission for the construction of the Dillon Section of the Columbia River Highway in Wasco County.

In connection with this project Clifton and Applegate were required to furnish the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the United States Fidelity & Guaranty Company for whom C. O Price is the local agent with offices in the Porter Building at Portland.

Mr. Logan, the sub-contractor, was in my office a few days ago and expressed his regrets that there were claims outstanding against his work on the Dillon project. He gave as his reason for the non-payment of these claims the fact that Clifton and Applegate have not yet paid him for his services. He further stated that the bonding company, the United States Fidelity and Guaranty Company, had taken it upon themselves to pay some of these claims. Therefore, I would suggest that you present Mr. Baker's claim to the bonding company. If they are paying the claims against this work as indicated by Mr. Logan, it may be that they will honor Mr. Baker's claim provided it is properly verified.

In order to safeguard Mr. Baker's claim against the bond I would also suggest that he file notice of his claim with the Secretary of State in conformance with Chapter 330, Oregon Laws 1931, copy of which is inclosed.

I am writing to the surety company and contractor today calling this matter to their attention.

Yours very truly
STATE HIGHWAY COMMISSION

HEG:MC

Secretary

#1365

The Dalles Chapter
American Red Cross
The Dalles, Oregon

January 10th, 1933.

Secretary Oregon State Highway Commission,
Salem,
Oregon.

Dear Secretary: Re: Contract #1365-Clifton & Applegate

W. E. Baker, resident of The Dalles, who was employed during September on State Highway work at Dillon by the Logan Construction Company, who are sub-contractors of the Clifton Applegate Contractors of Spokane, Wash. has come to me for assistance in obtaining some action on his claim for wages.

Mr. Baker states that he was employed September 12th to the 28th, inclusive, handling a blade. This family has taken up his case with Clifton & Applegate and also the Bureau of Labor at Salem but have failed to get any action started.

Mr. Baker has a wife and four children and at this time is very dispondent and discouraged , being obliged to accept county relief.

Any assistance that you can give us will be greatly appreciated.

Very sincerely yours,

Ruby Thompson
Ruby Thompson,
Executive Secretary.

RT:EC

W. S. 7. G.
Co. [illegible] [illegible]

#1365

PR 37

January 4, 1935

United States Fidelity & Guaranty Company,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1365 for the construction of the Dillon Section of the Columbia River Highway in Wasco County has been completedby the contractors, Clifton & Applegate, and that final settlement will be made by the State with said contractors for work done under said contract on or after January 14th, 1935.

The State has been advised of several claims against this contract, all of which you have also been advised. The State assumes no responsibility for the claims which have been filed or for any claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contracters. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $16,967.04 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McV.

#1366

OR 37

December 16, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 28 enclosing copies of notice of claim filed by Earl Cloe against the bond furnished by Clifton & Applegate in connection with State Highway Contract No. 1366 — grading of Dillon Section of Columbia River Highway in Wasco County.

We note that the claim, in the sum of $45.40, was incurred by Logan Construction Company, subcontractor under Clifton & Applegate.

Copies of the notice are being sent to the original contractors and their surety.

Very truly yours

Secretary

AJ

December 18, 1952

U. S. Fidelity & Guaranty Company
% C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed with the Secretary of State by Earl Cloe against the state highway contract that was awarded to Clifton & Applegate for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

The claim is in the sum of $45.40 and is for services performed for Logan Construction Co., subcontractor under Clifton & Applegate.

This notice is given you as you appear as surety on the bond of the original contractors.

Very truly yours

Secretary

AJ

cc Clifton & Applegate
Hutton Building
Spokane, Wash.

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 28, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Earl Cloe for labor performed in the sum of $45.40 against the bond taken from Logan Construction Company, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Dillon Section of the Columbia Highway in Wasco County.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

RECEIVED
DEC 13 193
STATE HIGHWAY COMMISSION
OREGON

COPY

The Dalles, Oregon,

Nov. 24th, 1932.

To the Secretary of State.

Notice is hereby given that the undersigned, Earl Cloe has a claim, for hauling gravel, in the sum of $45.40 against the bond taken from the U. S. Fidelity & Guaranty Company for the work of grading of the Dillon Section of the Columbia Highway in Wasco County, Contracted by Clifton and Applegate and sub-contracted to John Logan of the Logan Construction Co. This work has been through for two months and I have been unable to get payment from either Company.

The Secretary of the State Highway Commission advised me to file notice with you. I have the material receipts of the State Highway Dept. given by the inspector.

Thanking you in advance

Earl Cloe
1414 "I" St.
The Dalles, Ore

Endorsed: File No. 2156
Filed November 28th, 1932.
HAL E. HOSS
Secretary of State.

#1[illegible]

BR 37

December 16, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of December 15 enclosing copies of notice filed by F. S. Gunning against Clifton & Applegate to whom the State Highway Commission awarded the contract for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

Copies of the notice are being mailed to the contractors and their surety.

Very truly yours

Secretary

AJ

December 16,1932

U. S. Fidelity & Guaranty Company
℅ C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We are enclosing copy of notice of claim filed with the Secretary of State by F. S. Cumming against Clifton & Applegate in connection with State Highway Contract No. 1765--grading of the Dillon Section of the Columbia River Highway in Wasco County.

The claim is in the amount of $61.84 and is for labor and materials furnished.

This notice is given you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

AJ

cc Clifton & Applegate
Hutton Building
Spokane, Wash.

E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
Salem

December 15, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen; Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by F. S. Gunning for labor and materials furnished in the sum of $61.84 against the bond taken from Clifton & Applegate, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Dillon Section of the Columbia River Highway, Contract No. 1365.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

lm

RECEIVED
DEC 16 1932
[illegible] COMMISSION

COPY

½

The Dalles, Oregon,
December 14th, 1932.

To the Oregon State Highway Commission,
Salem, Oregon.

Notice is hereby given that the undersigned, F. S. Gunning, has a claim for Labor and Supplies used in repairing construction equipment in the sum of Sixty One and 84/100 dollars ($61.84) against the bond furnished Clifton and Applegate, Contractors by Mr. C. O. Price, Agent for the U. S. Fidelity and Guaranty Co for the work on the Dillon Section of the Columbia River Highway in Wasco County, Oregon. Oregon State Highway Department Contract #1365.

SIGNED F. S. GUNNING
F. S. Gunning,
General Blacksmith
and Wagon Shop.

COPY OF MY CLAIM IN DETAIL IS AS FOLLOWS:-

August 5	Weld flange on housing	2.65	
	2 3/4 x 14 bolts	.50	
	1 wheel wrench	4.00	
6	2 3/4 x 14 bolts	.50	
	Drift bolts and washers	.50	
8	6 1/2 x 15 carriage bolts	.80	
	2 1/2 x 16 carriage bolts	.30	
	18 washers	.15	
	20# nails	1.20	
	1 double tree	2.00	
9	8 eye bolts 1/2 and 10	2.00	
	3 bolts 1/2 x 4 and 10	.25	
10	6 1/2 x 15 J Bolts	1.50	
13	5# #20 spikes	.50	
15	Head light brackets	1.15	
16	Cap screws in housing	.50	
17	4 radiator rods and head light brackets	5.30	
	18 cap screws, bolts and Lock washers	1.10	
18	Patch frame	6.75	
20	6 7/16 machine bolts and end on rod	.45	29.90
Sept 1	2 Fresno lugs	.50	
	6 1/2 x 1½ machine bolts	.30	
	Bend shovel	.25	
6	Work on truck (M. C. Cloe)	1.00	
	Work on truck (S. W. Cloe)	4.00	
14	Work on dump body	12.50	
15	Forge catch for shovel and 12 5/8 rollers	5.54	
16	25 5/8 [illegible] ine bolts	1.90	
	6 1/2 [illegible] ne bolts	.30	
	12 5/8 [illegible] rs	.10	
	1 stud b[illegible] on	1.10	
19	12 1x2 mach[illegible] lts, hex. nuts	3.40	
21	Repair light [illegible]	.25	
24	Repair head l[illegible]	.25	
26	Repair spring [illegible] and 4 cap screws	.75	61.84

Endorsed: File No. 2170
Filed December 15, 1932
HAL E. HOSS, Secretary of State.

#7365

OR 37

December 15, 1932

U. S. Fidelity & Guaranty Co.
℅ C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

Enclosed is copy of letter received today from Van Vactor & Childers, Attorney at Laws, The Dalles, relative to the claim of Ed Miller against Clifton & Applegate, to whom the State Highway Commission awarded the contract for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

The information is furnished you as you appear as surety on the bond of the contractors.

Very truly yours

Secretary

AJ

cc Clifton & Applegate
Hutton Building
Spokane, Wash.

December 16, 1932

Van Vactor & Childers
Attorneys at Law
First National Bank Bldg.
The Dalles, Oregon

Gentlemen:

Reply is made to your letter of the 15th inst., advising us of the claim of Ed Miller against Clifton & Applegate, said claim being in the sum of $54.85 for services rendered in connection with Clifton & Applegate's contract east of The Dalles.

We presume that you have in mind the contract awarded to Clifton & Applegate for the grading of the Dillon Sectionof the Columbia River Highway in Wasco County--State Highway Contract No. 1365. In connection with this project, the contractors were required to furnish the State with a surety bond for the protection of claims. The records show that this bond was written by United States Fidelity & Guaranty Company. We offer this bond as protection for Mr. Miller's claim and suggest that the matter be taken up with the agent of the bonding company, Mr. C. O. Price, Porter Building, Portland, if satisfactory settlement cannot be made with the contractors.

This particular contract has not yet been completed and we are holding a certain amount of the earned monies as retained percentage until the job is done.

Very truly yours

Secretary

HBG:AJ

AM E. VAN VACTOR PAUL W. CHILDERS

VAN VACTOR & CHILDERS
ATTORNEYS-AT-LAW
303-306 FIRST NATIONAL BANK BLDG.
THE DALLES, OREGON

Dec. 13, 1932

RECEIVED
DEC 14 1932
OREGON
STATE HIGHWAY COMMISSION

Highway Commission
Salem, Oregon

Gentlemen:

Clifton & Applegate owe Ed Miller $54.85, for work on the Columbia River Highway East of The Dalles.

Would you be so kind as to let me know whether the Commission has sufficient funds on hand with which to pay this claim.

Respectfully,
Paul W. Childers

PWC:K

RECEIVED
DEC 14 1932
OREGON
STATE HIGHWAY COMMISSION

#1365

OR 37

December 13, 1932

Mr. John L. Foote
Attorney at Law
St. Helens, Oregon

Dear Sir:

This is in reply to your letter of December 9.

The address of Logan Construction Company is Arlington, Oregon.

It appears that Logan Construction Company is a subcontractor under Clifton & Applegate in connection with State Highway Contract No. 1365 which was awarded to them for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

We hold the original contractors liable for the satisfactory completion of the project as well as for the payment of claims — whether incurred by them or their subcontractors. In this particular instance, Clifton & Applegate furnished a surety bond in the sum of $19,832.00, which was written by United States Fidelity & Guaranty Company. The local resident agent is Mr. C. O. Price, Porter Building, Portland, Oregon. You will see, therefore, that your client's claim should be filed against the original contractors and the surety bond furnished by them.

Very truly yours

Secretary

JOHN L. FOOTE
ATTORNEY-AT-LAW
ST. HELENS, OREGON

December 9,1932.

Att: State Engineer

STATE HIGHWAY COMMISSION,
Salem,Oregon.

Gentlemen:

I would be pleased if you would advise me of the address of the Logan Construction Company, which company I understand has a contract with the State Highway Department in Linn County.

According to my information the Logan Construction Company was a sub-contractor under Clifton & Applegate on a piece of road construction East of The Dalles during the past season and wish to be advised, which of these companies furnished bond to the State in the matter, as my client has an unpaid claim against the Logan company for rental of a steam shovel upon that job.

Very truly yours,

John L. Foote

RECEIVED
DEC 10 1932
STATE HIGHWAY C
OREGON

#7365

RR 37

December 12, 1932

Mr. Christ Fanerse, County Engineer
The Dalles
Oregon

Dear Sir:

Thank you for your letter of the ninth instant, advising us that claim of Wasco County against Clifton & Applegate for equipment rental has been settled in full.

Proper notation of the payment of this claim will be made in our records.

Very truly yours

Secretary

HBG:AJ

WASCO COUNTY
CHRIST FAUERSO
COUNTY SURVEYOR AND ROADMASTER
THE COURT HOUSE
THE DALLES, OREGON

December 9th, 1932.

RECEIVED
DEC 12 1932
OREGON
STATE HIGHWAY COMMISSION

The Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:-

REFERENCE: State Highway Contract #1365.
Claim of Wasco County against Clifton-Applegate for equipment rental.
Our letter Nov 30th. Your letter Dec 1st.

We are pleased to inform you that our claim against Messrs. Clifton and Applegate for equipment rental amounting to $63.60 has been settled in full.

Thanking you for your interest in this matter we are

Very truly yours,

Christ Fauerso
Christ Fauerso,
Wasco County RdMaster

cc C. O. Price, Porter Bldg, Portland, Oregon.

ACKNOWLEDGED
H. B. GLAISYER

Form 30-3165-5M-3-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct 8, 1932

Job name [illegible]

Week from 3 to 8

Mail address The Dalles

Highway [illegible] OR 37

Telegraph or telephone address " "

County Wasco

Job prefix 33PE2

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

This section is [illegible] except for one day [illegible] pavement and several [illegible] and cleaning up.

Closed the camp on Wednesday 5th 6PM

will finish every thing about Tuesday Oct 11th.

NOTED

RECEIVED
OCT 11 1932
OFFICE OF
CONSTRUCTION ENGINEER

Day of Week	WEATHER CONDITIONS A. M.	WEATHER CONDITIONS P. M.
Sunday	Fair	Fair
Monday	"	"
Tuesday	"	"
Wednesday	"	"
Thursday	Cloudy	Cloudy
Friday	"	"
Saturday	"	"

Signed J. E. Peck

Title Res Engr

#1365

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 1.1

Miles completed 0.9

Miles partially done 1.1

Total cubic yards in project 8500

Cubic yards produced to date 8100

Average daily yardage produced this week 300

Average daily yardage necessary to complete on time ....

Contractor's average force for week 17 *men,*

9 *teams,* 6 *trucks*

1 3/4 yd Shovel

Project will be completed about Oct 12-1932

Number of men in Engineering Party 4

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

#1365

GR 37

December 2, 1932

Mr. Bert W. Emerson
The Dalles
Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 30, in which you state that Logan Bros. owe you $31.45 for work performed.

Clifton & Applegate, the original contractors, furnished the State with a surety bond for the protection of any and all just claims that may be incurred by them, or their subcontractors, in connection with the contract that was awarded to them. This bond is offered to you for the protection of your claim. It was written by the United States Fidelity & Guaranty Company and Mr. C. O. Price, Porter Building, Portland, is its local rrepresentative. We would suggest that you communicate with Mr. Price regarding your bill, and also that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws 1931, a copy of which is enclosed for your information. No charge is made for filing the notice with the Secretary of State.

The job on which you worked is designated as State Highway Contract No. 1365, grading of Dillon Section of Columbia River Highway in Wasco County.

There is nothing further that we can do for you except to inform the bonding company and the contractor that you have a claim against the surety bond filed by Clifton & Applegate. This we are doing today.

Very truly yours,

Secretary

AJ

December 2, 1932

U. S. Fidelity & Guaranty Company
℅ C. O. Price, Resident Agent
Porter Building
Portland, Oregon

Gentlemen:

The following letter was received today from Bert W. Emerson, The Dalles:

> "I have a bill for labor in the amount of $51.45 against Clifton & Applegate on the Dillon fill job. This work was done for Logan Bros. sub-contractors, who gave me an order on Clifton & Applegate. This work was done the first of part of September and the last of August, and to-date have been unable to get my money.
>
> "Please advise."

This has reference to Clifton and Applegate's contract for grading the Dillon Section of Columbia River Highway in Wasco County, in connection with which you furnished a surety bond.

Very truly yours

Secretary

AJ

cc Clifton & Applegate
Hutton Building
Spokane

#1365

PR 37

The Dalles, Oregon
Nov 30/32

State Highway Dept
Salem Ore:

Gentlemen:

I have a bill for Labor in the amount of $31.45 against Clifton & Applegate on the Dillon fill Job. This work was done for Logan Bros, sub Contractors who gave me an order on Clifton & Applegate. This work was done the last of August & first wk in Sept 1932 and to date have been unable to get my money.

Please advise

Bert W Emerson
The Dalles, Ore.

---

your letter of
of Wasco County
sum of $32.00,
Clifton & Apple-
the Dillon Section
County, State

up the matter
furnished by
his contract.
Guaranty Company
agent, with of-
would also sug-
gest that you file notice of your claim with the Secretary
of State in conformance with the provisions of Chapter 260,
Oregon Laws for 1931.

Before final payment is made to any contractor for work performed under a state highway contract, the contractor is required to sign an affidavit to the effect that he has paid all of the claims incurred against the project. When such an affidavit is filed with us, the Commission has no alternative but to pay the final estimate. In the present instance, final payment will not be made to Clifton & Applegate until such a statement has been received.

In accordance with our usual practice we are today calling your claim to the attention of the bonding company and the contractor.

Very truly yours

Secretary

[illegible]
AJ

#1365

PR 37

December 1, 1932

Mr. Christ [illegible],
Wasco County Roadmaster,
Courthouse,
The Dalles, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 30th ultimo, enclosing copy of claim of Wasco County against Clifton & Applegate, being in the sum of $83.60, for rental of certain equipment used by Clifton & Applegate in connection with the grading of the Dillon Section of the Columbia River Highway in Wasco County, State Highway Contract No. 1365.

I would suggest that you take up the matter of your claim with the surety on the bond furnished by Clifton & Applegate in connection with this contract. The bond was written by U. S. Fidelity & Guaranty Company for whom C. O. Price is the local resident agent, with offices in the Porter Building, Portland. Would also suggest that you file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931.

Before final payment is made to any contractor for work performed under a state highway contract, the contractor is required to sign an affidavit to the effect that he has paid all of the claims incurred against the project. When such an affidavit is filed with us, the Commission has no alternative but to pay the final estimate. In the present instance, final payment will not be made to Clifton & Applegate until such a statement has been received.

In accordance with our usual practice we are today calling your claim to the attention of the bonding company and the contractor.

Very truly yours

Secretary

HBG
AJ

December 1, 1932

United States Fidelity & Guaranty Company
% C. O. Price, Resident Agent
Porter Building
Portland, Oregon

Gentlemen:

Enclosed is copy of letter and copy of bill received from Wasco County relative to its claim in the sum of $65.60 against the surety bond furnished by Clifton & Applegate in connection with State Highway Contract No. 1568, grading of Dillon Section of Columbia River Highway in Wasco County.

This information is transmitted to you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

AJ

cc Clifton & Applegate
Hutton Building
Spokane

WASCO COUNTY
CHRIST FAUERSO
COUNTY SURVEYOR AND ROADMASTER
THE COURT HOUSE
THE DALLES, OREGON

2

RECEIVED
DEC 1 1932

November 30th, 1932.

Mr H. B. Glaisyer,
Secretary, Oregon State Highway Commission,
Salem, Oregon.

Dear Mr Glaisyer:-

I am enclosing a copy of a claim of Wasco County against Messrs. Clifton and Applegate who are working on the Columbia River Highway near Dillon. State Highway Contract #1365.

This claim is as yet unpaid and we will appreciate it if you will see that the claim is paid before the contractor receives his final payment from the state. In the meantime if we receive payment from Clifton and Applegate we will notify you.

Very truly yours,

Christ Fauerso
Christ Fauerso,
Wasco County Roadmaster

Enclosure: Copy of claim against Clifton and Applegate.

WASCO COUNTY
CHRIST FAUERSO
COUNTY SURVEYOR AND ROADMASTER
THE COURT HOUSE
THE DALLES, OREGON

2

October 20th, 1932.

Messers. Clifton and Applegate,
General Contractors,
Rufus, Oregon.

COPY.

In Account with
Wasco County, Oregon

Equipment Rental:

Austin Grader. From September 9th to and incl. Sept 20th 10 days @ 60¢	6.00
Caterpillar Super Special grader with scarifier attachment. From Sept 21st to Oct 8th (incl) 16 days 3.60	57.60
Total	$63.60

Please make remittance payable to Wasco County Treasurer

Cr: Road District #1

#1365

PR 87

November 29, 1932

U. S. Fidelity & Guaranty Company
℅ C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

Enclosed is copy of letter that has been received from Ed Miller of The Dalles regarding his bill against the surety bond furnished by Clifton & Applegate to whom the State Highway Commission awarded the contract for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

The information is given you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

AJ

cc Clifton & Applegate
Hutton Building
Spokane, Wash.

November 29, 1932

Mr. Ed Miller
R. 3, Box 14-A
The Dalles, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 25 in which you inform us that you have a bill for labor against Logan Construction Company, subcontractor under Clifton & Applegate.

All highway contractors are required to furnish the State with a surety bond for the protection of any and all claims that may be incurred in connection with the contract. In this instance, Clifton & Applegate, the original contractors, to whom the State Highway Commission awarded State Highway Contract No. 1365 for the grading of Dillon Section of Columbia River Highway in Wasco County, furnished such a bond. This surety bond is offered to you for the protection of your claim. It was written by United States Fidelity & Guaranty Company, and Mr. C. O. Price, Porter Building, Portland, is its local agent.

If your bill is not taken care of within a reasonably short time, you should file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931. A mimeographed copy of this law is attached for your information. The above paragraph will give you the necessary data--description of job, etc.--for writing up your notice of claim.

We are today notifying the bonding company, as well as Clifton and Applegate, as to your bill against the above described project.

Very truly yours,

Secretary

AJ

The Dalles Ore
11-26-1932

RECEIVED
NOV 28 1932
OREGON
STATE HIGHWAY COMMISSION

Gentlemen.

Dear sirs! -

I am one of a crew of men who worked for Logan Bro's Construction company who sub contracted under Clifton and Applegate on the Dillon overhead crossing in Wasco co. on Columbia Highway. We finished the job Oct 5th and up to date have failed to get our pay. Why?

Clifton and Applegate's supt. on the job told me to get an order for my money

---

November 28, 1932

...is the intention of the
...-final payment to Clifton
...the construction of the
...Highway in Wasco County,
...December 9th, 1932.
...of this letter.
...y yours,
...COMMISSION,

Secretary.

from Logan Bros and send
it in to Clifton and Applegate
and they would pay at once,
but they have failed to do so.

They owe me a little
better than $60. and I have
had to let my taxes go
delinquent because of their
failure to pay, it is all the
money I have to depend on
for the winter. and a grocery
bill to pay besides.

Engineer James Peck is
my witness on this.

The time keeper. Edward
Logan. carried no time

November 28, 1932

pany,

is the intention of the

-final payment to Clifton

the construction of the

Highway 12 in Wasco County.

December 9th, 1932.

of this letter.

y yours,

COMMISSION,

Secretary.

piece while on the job, and he ordered me to put in a lot of over time with my team, as they were the only team on the job that could handle it, and then failed to give me credit for the over time. to the extent of $10.00. I always carry a watch and use it. I have witnesses to prove my statement.

Hoping you can do some thing about this at once I am very Truly.

Ed Miller
The Dalles
R.3. Bx146a. Ore

---

ovember 20, 1928

mpany,

is the intention of the
l-final payment to Clifton
the construction of the
Highway in Wasco County.
r December 9th, 1928.
of this letter.

y yours,
COMMISSION,

Secretary.

#1365

37

November 29, 1922

United States Fidelity & Guaranty Company,
C. C. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Clifton & Applegate on contract No. 1365 for the construction of the Dillon Section of the Columbia River Highway in Wasco County. This payment will be made on or after December 9th, 1922.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1915

PR 37

November [illegible], 1932

Mr. Earl Clee
1414 "I" St.
The Dalles, Oregon

Dear Sir:

This acknowledges receipt of your letter of November 24 with further reference to the matter of your claim against Logan Construction Company, subcontractor under Clifton & Applegate for the construction of the Dillon Section of the Columbia River Highway in Wasco County.

I regret very much that there is nothing further that I can advise you as to how to secure an early settlement of your claim. I called your bill to the attention of the bonding company and the original contractor, who are responsible for the satisfactory settlement thereof.

Very truly yours,

Secretary

HBG:AJ

The Dalles, Ore
Nov. 24, 1932

Oregon State Highway Commission
Salem, Ore

RECEIVED
NOV 28 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir

As you advised in the letter of Nov. 3 I am filing notice with the Secretary of State.

I waited to give Clifton and Applegate a chance to square up but that doesn't feed my family.

Is there anything else we can or should do to

November [illegible], 19[illegible]

[illegible] of this date we wish
[illegible] filed against Logan
[illegible] & Applegate contract
[illegible] River Highway in Wasco

$[illegible]

$[illegible] - for Gasoline

- amount not stated.

- amount not stated.

[illegible]rs,

[illegible]MISSION,

[illegible]retary.

hurry a settlement? Can you tell me about how long it will take for us to get the money by filing with the Secretary of State? I need this money badly.

This job is designated as State Highway Contract no. 1365.

Thanking you sincerely, I am

Earl Cloe
1414 "I" St.
The Dalles, Ore

November [illegible]

t of this date we wish
n filed against Logan
& Applegate contract
River Highway in Wasco

[illegible]

[illegible] - for repairs.

- amount not stated.

- amount not stated.

rs,

ISSION,

retary.

#1565

PR 37

November 28, 1922

Mr. Frank A. McMenamin,
Attorney at Law,
502 Guardian Bldg.,
Portland, Oregon.

Dear Sir:

In response to your oral request of this date we wish to advise that the claims which have been filed against Logan Brothers, sub contractors on the Clifton & Applegate contract No. 1565 - Dillon Section of the Columbia River Highway in Wasco County, are as follows:

Eddins Motor Company - $59.68

F. S. Gunning - $61.84 - for repairs.

L. W. Cloe - for truck hire - amount not stated.

Earl Cloe - for truck hire - amount not stated.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1365

PR 37

November 28, 1922

Mr. Frank A. McMenamin,
Attorney at Law,
502 Guardian Bldg.,
Portland, Oregon.

Dear Sir:

In response to your oral request of this date we wish to advise that the claims which have been filed against Logan Brothers, sub contracters on the Clifton & Applegate contract No. 1365 - Dillon Section of the Columbia River Highway in Wasco County, are as follows:

Eddins Motor Company	- $59.63	
F. S. Gunning	- $41.84	- for repairs.
L. W. Cloe -	for truck hire	- amount not stated.
Earl Cleo -	for truck hire	- amount not stated.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

RESIDENCE: HU OREG
RESIDENCE PHONE: BEA N 1
WATER 1348

#1305

FRANK A. MCMENAMIN
ATTORNEY AT LAW

502 GUARDIAN BUILDING
PORTLAND, OREGON

#1357

PR37

November 28, 1932

Commercial Casualty Insurance Company,
James Nicholson, Agent,
First National Bank Bldg.,
Salem, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1357 for widening the Dillon Overcrossing on the Columbia River Highway in Wasco County has been completed by the contractors, Barham Brothers, and that final settlement will be made by the State with said contractors for work done under said contract on or after December 8th, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $12,074.60 including the final payment. Of this amount $324.28 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1357

8R37

November 28, 1932

Commercial Casualty Insurance Company,
James Nicholson, Agent,
First National Bank Bldg.,
Salem, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1357 for widening the Dillon Overcrossing on the Columbia River Highway in Wasco County has been completed by the contractors, Barham Brothers, and that final settlement will be made by the State with said contractors for work done under said contract on or after December 8th, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $12,074.60 including the final payment. Of this amount $324.28 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1365

OR57

November 28, 1932

U. S. Fidelity & Guaranty Company,
% C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

We have received notice of the following claim against the surety bond furnished by Clifton & Applegate in connection with State Highway Contract No. 1365, grading of Dillon Section of Columbia River Highway in Wasco County:

F. S. Gunning, The Dalles........$61.84
for repairs to equipment of Logan Construction Co. subcontractor

L. W. Cloe, The Dalles...........Amount not known
for labor performed at the request of Logan Construction Co., subcontractor.

This information is transmitted to you as you appear as surety on the bond of the original contractor.

Very truly yours,

Secretary

AJ

cc Clifton & Applegate
Hutton Building
Spokane

November 26, 1952

Mr. F. S. Gunning
The Dalles
Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 25, in which you state that you have a bill, in the amount of $61.84, against Logan Construction Company, subcontractor under Clifton & Applegate.

The contract to which you refer is designated as State Highway Contract No. 1365 and was awarded to Clifton & Applegate of Spokane for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

All contractors who have entered into a contract with the State Highway Commission are required to furnish the State with a surety bond for the protection of any and all just claims that may be incurred by the contractor, or his subcontractor, in connection with the project.

Clifton & Applegate furnished such a surety bond which was written by U. S. Fidelity & Guaranty Company; the resident agent of the bonding company is C. O. Price, Porter Building, Portland. We would suggest that you write to Clifton & Applegate, if you have not already done so, and Mr. C. O. Price relative to your claim. If a satisfactory settlement is not made thereof within a reasonable length of time we recommend that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1951, a mimeographed copy of which is enclosed.

If we can be of further service to you, please let us know.

Very truly yours,

Secretary

AJ

LAUGHLIN STREETS

TELEPHONE 126-W

F. S. GUNNING

GENERAL BLACKSMITH
AND WAGON SHOP

MANUFACTURER OF
GUNNING'S HARROW
TEETH WEEDER
AND GUNNING'S DISC
HARROW WEEDER
OXY-ACETYLENE WELDING
AND CUTTING

DEALER IN
IRON, STEEL, COAL
WHEELS, AXLES
AUTO SPRINGS
BLACKSMITH'S SUPPLIES
ACCESSORIES, GAS AND OIL
RACINE TIRES

THE DALLES, OREGON

November 23, 1932.

Mr H. B. Glaiser,
Secretary, Oregon State Highway Comm.,
Salem, Oregon.

My dear Mr Glaiser:-

I have done some work for the Logan Construction Co. who are subcontractors for Messrs. Clifton-Applegate Company on highway construction on the Columbia Highway near Dillon.

My bill for repairs to their equipment amounts to $61.84 The work was done in August and September 1932. An itemized bill was O.K'd by them with the request that it be forwarded to the Clifton-Applegate Company for payment at Spokane. It was mailed them on November 5th. I am unable to get any satisfaction out of this company and will very much appreciate it if you will take steps to see that this account is settled in full.

If you care for a copy of the bill it will be sent you gladly. Thanking you I am

Very truly yours,

F S Gunning
F. S. Gunning.

---

within a reasonable length of time we recommend that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed.

If we can be of further service to you, please let us know.

Very truly yours,

Secretary

AJ

November 26, 1932

Mr. L. W. Cloe
404 Race St.
The Dalles, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 25, in which you state that you have a labor bill against Logan Construction Company, subcontractor under Clifton & Applegate.

The contract to which you refer is designated State Highway Contract No. 1565 and was awarded to Clifton & Applegate of Spokane for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

All contractors who have entered into a contract with the State Highway Commission are required to furnish the State with a surety bond for the protection of any and all just claims that may be incurred by the contractor, or his subcontractor, in connection with the project.

Clifton & Applegate furnished such a surety bond which was written by U. S. Fidelity & Guaranty Company; the resident agent of the bonding company is C. O. Price, Porter Building, Portland. We would suggest that you write to Clifton & Applegate, if you have not already done so, and Mr. C. O. Price relative to your claim. If a satisfactory settlement is not made thereof within a reasonable length of time we recommend that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed.

If we can be of further service to you, please let us know.

Very truly yours,

Secretary

AJ

11-23-32

The Dalles Oregon
State Highway Comm
Gentleman

I will drop you a line in Regard to a labor Bill I hold against the Logan construction company sub contract under Clifton & Applegate & Co the work is done the state has excepted the work & Oiled it & the public is traveling over it But we cant get the pay for our labor I had a gravel truck on the job & I also hold the tickets that a state man issued me on the work & I want to know how to Collect for my labor

Resp. L W Cloe
404 Race st
The Dalles
Oregon

RECEIVED
NOV 25 1932 L
OREGON
STATE HIGHWAY COMMISSION

#1365

OR 37

November 18, 1932

United States Fidelity & Guaranty Company
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We have received a letter from the Eddins Motor Company, 118 East Third Street, The Dalles, Oregon, setting forth their claim in the amount of $89.68 for supplies furnished the Logan Construction Company, subcontractors under Highway Contract No. 1365 awarded to Clifton & Applegate for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

This information is forwarded to you since you appear as surety on the bond filed in connection with the above numbered contract.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

jn
c.c. Clifton & Applegate
Hutton Building
Spokane, Washington

November 18, 1932

Eddins Motor Company
118 East Third Street
The Dalles, Oregon

Gentlemen:

Reference is made to your letter of November 15 relative to your claim in the amount of $89.68 for supplies furnished the Logan Construction Company, sub-contractors under the State Highway Contract No. 1365 awarded to Clifton & Applegate for the grading of the Dillon Section of the Columbia River Highway in Wasco.County.

The bond furnished in connection with this contract was written by the United States Fidelity & Guaranty Company, C. O. Price, agent, whose offices are in the Porter Building, Portland. If you do not secure payment of your claim thru the contractor, I would suggest that you write the surety company. In the event no satisfactory adjustment is made with the surety, you should file your claim with the Secretary of State under the provisions of Chapter 280, Oregon Laws, 1931. Mimeographed copy of this section of the Code is inclosed for your information.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

jn

PHONE 490

EDDINS MOTOR COMPANY

CARS Ford **TRUCKS**

118 EAST THIRD STREET
THE DALLES, OREGON

November 15, 1932.

RECEIVED
NOV 1[illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon,

Gentlemen:

We have a bill of $89.68 against the Logan Construction Company which are sub-contractors under Applegate & Toole on the Columbia River Highway east of The Dalles.

The Logan Brothers have moved off of this job and asked us to send their bill to Applegate & Toole at Spokane. Would you please advise us if this bill is not paid by Applegate & Toole should we file same with your department?

Very truly yours,

EDDINS MOTOR COMPANY

By E. L. Eddins

ELE/tc.

#1365 [illegible]

FORD DEALERS ◆ ◆ **FOR FORD SERVICE**

#1365

PR 37

November 18, 1932

Clifton & Applegate,
Hutton Building,
Spokane, Washington.

Gentlemen:

Please be advised that the completion date of your contract No. 1365 --Dillon Section of the Columbia River Highway in Wasco County, was October 15th, 1932. According to our records this contract was not completed until October 17th, 1932.

In order that our records shall be complete it will be necessary to have your application for an extension of time for two days on the above contract. Please forward your application with the consent of your surety attached, to cover the two day over-run of time.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

cc to K. D. Lytle.

BR 37

[illegible]

November 14, 1932

Clifton & Applegate
Hutton Building
Spokane, Washington

Gentlemen:

In response to your request of November 11, I am enclosing copy of letter that was received from Earl Glee of The Dalles regarding his claim against the surety bond that was furnished by you in connection with State Highway Contract No. 1365, grading of the Dillon Section of the Columbia River Highway in Wasco County.

Very truly yours,

Secretary

AJ

JOHN M. CLIFTON, PRES.
V. J. APPLEGATE, VICE PRES.

HUTTON BUILDING
SPOKANE, WASH.

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS

Spokane, Washington
November 11, 1932

Mr. H. B. Glaisyer
Secretary Oregon State Highway Comm.
Salem, Oregon

Dear Sir:

We are in receipt of copy of your letter of November 3rd to the U. S. F. & G. Company of Portland stating that Mr. Earl Cloe of The Dalles has filed a claim against us on account of Contract #1565, grading of the Dillon Section of the Columbia River Highway.

We have no information as to this claim or this man and would appreciate your giving us the details of this claim.

Thanking you, we beg to remain

Very truly yours,

CLIFTON & APPLEGATE

BY J M Clifton Pres.

jmc cb

c.c. USF&G
Portland, Ore

Secretary

AJ

pk 27

November 5, 1932

Mr. Earl Cloe
1414 "I" Street
The Dalles, Oregon

Dear Sir:

We are in receipt of your letter in which you inform us that you have not been paid by Logan Construction Co., subcontractor under Clifton & Applegate, for work done on the Columbia River Highway.

The job to which you refer is designated as State Highway Contract No. 1365; it was awarded to Clifton & Applegate for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

Clifton & Applegate furnished a surety bond for the protection of any and all claims that they, or their subcontractors, may incur. Therefore, this bond is offered to you for the protection of your claim. U. S. Fidelity & Guaranty Company wrote the bond and Mr. C. O. Price, Porter Building, Portland, is its resident agent.

We recommend that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws of 1931, a mimeographed copy of which is enclosed for your information. No filing fee is charged by the Secretary of State.

According to our usual practice, we are today notifying the bonding company as to the existence of your bill.

If we can be of any further assistance to you, please advise.

Very truly yours,

Secretary

AJ

November 3, 1932

U. S. Fidelity & Guaranty Co.
C. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

It has come to our attention that Mr. Earl Cloe, 1414 I Street, The Dalles, has a claim against Clifton & Applegate, to whom the State Highway Commission awarded Contract No. 1565 - grading of the Dillon Section of the Columbia River Highway in Wasco County. We do not know the amount of his bill.

This notice is given you as you appear as surety on the bond of the contractors.

Very truly yours,

Secretary

AJ

cc Clifton & Applegate
Hutton Building
Spokane

RECEIVED
NOV 2 - 1932
OREGON
[illegible] COMMISSION

The Dalles, Ore
Nov. 1 - 32

State Highway Com.
Salem, Ore

Dear Sirs:

I worked my truck on a job, sub-contracted from Clifton - Applegate & Toole to Logan Const. o., on The Columbia Highway just above the 99 mile post which was completed early in October. So far I have received no pay for it but I still hold the tickets which show for the work my truck did. I have asked Mr. John

---

AGRICULTURE

POST OFFICE BUILDING
PORTLAND, OREG.

Sept. 20, 1932

r your files an

project agreement

Federal Aid project.

truly yours,

. LYNCH
rict Engineer

Caufield
. Caufiel
hway Engineer

RECEIVED
SEP 21 1932
OREGON
STATE HI[illegible]

NOV 2 - 1932

Logan for my money several times but it looks as if I am not getting very far. He keeps putting me off as if he didn't intend to pay.

I have a dependent family and I want to know if you can advise me as to what steps I can take to exact payment.

There are other men waiting for their money also.

Respectively,
Earl Cloe
1414 "I" St.
The Dalles, Ore.

CULTURE

POST OFFICE BUILDING
PORTLAND, OREG.

pt. 20, 1932

your files an
project agreement
deral Aid project.

truly yours,

LYNCH
ict Engineer

Caufield
J. Caufiel
hway Engineer

Encl.

RECEIVED
SEP 21 1932
OREGON
STATE HIGHWAY COMMISSION

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO FILE No. Emergency Ore/F.A.P. No. 37

Sept. 20, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

LCaufield

By L. C. Caufield
Highway Engineer

Encl.

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SEP 21 1932
OREGON
STATE HIGHWAY

Appr 55 03

Oregon Emergency Federal Aid Project No. 37.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 25, 1920, by the Oregon State Highway Commission, and on August 24, 1920, by the Secretary of Agriculture, as amended by "Modifications of Project Agreement" signed on March 10, 1921, June 5, 1929, April 18, 1931, and November 3, 1931, respectively, by the said State Highway Commission, and on February 19, 1921, July 27, 1929, May 14, 1931, and November 20, 1931, respectively, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 37; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said project to provide for betterments in grades and alignment and widening of the roadway between survey stations 1449+82.1 and 1508+00, including widening of the Dillon Overcrossing structure, thereby increasing the length of the project from 12.474 miles to 12.481 miles, and to provide for widening the bituminous macadam surfacing from 18 ft. to 20 ft. between survey stations 1449+82.1 and 1848+43.5; and by reason thereof has requested that the estimate of cost approved for said project be increased from $657,469.04 to $705,276.68, and that the Federal funds approved and set aside to the credit of said project be increased from $271,265.49 to $294,273.52:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission, and the Secretary of Agriculture that the plans, specifications and estimate approved for said project be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of two hundred ninety-four thousand, two hundred seventy-three and 52/100 dollars ($294,273.52) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article II shall read:

> "Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:
>
> "Between a point ½ mile west of Three Mile Creek Crossing, and a point at the west end of the Deschutes River Bridge near Millers, terminal points, a distance of 12.481 miles, known locally as the Seufert - Deschutes River Section of the Columbia River Highway between The Dalles and Biggs, Wasco County, being Oregon Federal Aid Project No. 37, consisting of 12.058 miles of roadway and three bridges of more than 20 ft. clear span 0.423 of a mile in length."

Paragraph (g) of Article III shall read:

> "(b) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span

covered by this agreement are, respectively, as follows: Roadway, approved estimate $550,679.98, Federal Aid $224,713.74; three bridges, approved estimate $154,596.70, Federal Aid $69,559.78."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of two hundred ninety-four thousand, two hundred seventy-three and 52/100 dollars ($294,273.52), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seven hundred five thousand, two hundred seventy-six and 68/100 dollars ($705,276.68), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 12th day of August, 1932, and the Secretary of Agriculture on the 29th day of August, 1932.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By C. J. Washburn
Member, State Highway Commission.

CMS C. F. Marvin
Acting Secretary of Agriculture.

Oregon Federal Aid Project No. 37.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 37, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 705,276.68 in lieu of the $271,265.49 approved by Certificate of Nov. 20, 1931, as the total estimated cost of said project, and the sum of $ 294,273.52 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 29th day of August one thousand nine hundred and Thirty-two

C. W. Marvin
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

Stencil #46A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
District No. 1

In reply please
refer to File No. Oregon F.A.P. 37

New Post Office Bldg.,
Portland, Oregon

August 11, 1932

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith three copies of proposed Project Agreement, as amended, for signature and return to this office.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L.J.Caufield
Highway Engineer

Encls.

We are also enclosing one copy each of approved agreement estimate and specifications. Please note corrections made on the estimate.

RECEIVED
AUG 12 1932
OREGON
STATE HIGHWAY COMMISSION

SPECIAL PROVISIONS

DILLON UNIT OF THE
SEUFERT-DESCHUTES RIVER SECTION OF THE
COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

Project No. 37

Description of Work

The work to be done consists of the grading of the Dillon Unit on the Columbia River Highway in Wasco County. The west end of the project is at Station 1449/82.1. The east end of the project is at Station 1508/00.

Specifications

Standard Specifications to Apply:

All work shall be performed in accordance with the standard specifications for state highway construction of the State of Oregon, supplemented by the following special provisions:

Rock Topping:

The constructed grade is to be topped with a course of pit-run gravel as indicated by the typical cross-section plan, the materials being obtained from a gravel deposit located one-fourth mile north of mile point 97.5. The gravel topping shall extend over the entire width of new grade and shall have a thickness of twelve inches. The materials shall be spread onto the roadbed in such manner as to result in a smooth and uniform surface, during the spreading of which all stones of more than two inches in diameter that appear in the topping course shall be raked out and disposed of in a manner satisfactory to the engineer.

When so ordered by the engineer, earth filler material shall be mixed with the run-of-bank gravel in the manner described on page 29 of the standard specification form. The material used shall be furnished and placed as specified on page 31 of the standard specification form, except that the use of clay as a filler will not be permitted.

The cost of constructing the gravel topping will include all expense involved in conforming with the foregoing specifications, except the cost of furnishing and placing earth filler and the cost of hauling the gravel from the gravel pits to the point of deposit on the road.

The quantity of materials placed shall be the number of cubic yards of gravel actually furnished and incorporated in the gravel topping, it being understood that the gravel will be measured in trucks at the point of loading.

The number of yard miles of hauling necessarily performed in transporting the gravel from the gravel pit to the points of deposit on the road shall

AUG 9 193[illegible]

be the quantity for which payment will be made for "Hauling Gravel, Truck Measure." The haul distances will be measured in half-mile units, fractional half-miles being allowed for as full half miles.

Salvaging of Surfacing Materials:

Under this item, the surfacing materials on the existing roadway shall be taken up and replaced on the newly graded sections of roadbed and built into a road surfacing.

The taking up and loading of the old surfacing materials shall be done in such manner as will avoid the including of any dirt or other undesirable matter, but which, at the same time, will result in the salvaging of as large a proportion of the total quantities on the road as is practicable.

When the salvaged materials are placed on the road, they shall be spread to a width of twenty feet and to such thickness as the engineer may order. Prior to their spreading, the subgrade on which they are to be spread, which subgrade will be topped with run-of-bank gravel,as hereinbefore specified, shall be bladed to suitable crown and to a smooth and uniform surface. Then, after the salvaged materials have been spread, they shall be mixed with and incorporated in the top course of the gravel topping in the manner which is specified on page 29 of the standard specification form for the incorporation of filler materials with surfacing materials. During the performance of this part of the work earth filler materials shall also, if the engineer so orders, be added and mixed with the gravel and salvaged surfacing materials.

The cost of this work will include all expense involved in the salvaging of the surfacing materials and the replacing of them on the new roadbed in accordance with the foregoing specifications. However, the expense for such earth filler as is used in connection with the placing of salvaged surfacing materials will be included in the cost for the items "Filler" and "Filler Haul."

The quantity of salvaged surfacing materials shall be determined by the number of cubic yards of materials actually placed on the new roadbed. Measurement will be made in trucks at the point of loading.

Form 30—3165—5M—2-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date August 6, 1932

Job name Deschutes River Crossing

Week from 1 to 6

Mail address The Dalles

Highway Columbia River

Telegraph or telephone address " "

County Wasco Job prefix [illegible]

~~Express and freight address~~ " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Have been busy on this section of the work.

Finished ditching and excavating on Friday Aug 5th.

Spent all day Saturday Aug 6th finishing and cleaning up.

RECEIVED
AUG 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

Day of Week	WEATHER CONDITIONS A. M.	WEATHER CONDITIONS P. M.
Sunday	Fair	Fair
Monday	"	"
Tuesday	"	"
Wednesday	" Hot	" Hot
Thursday	" "	" "
Friday	" "	" "
Saturday	" "	" "

All men employed are Oregon Men

RECEIVED
AUG 9 - 1932
OFFICE OF
CONSTRUCTION ENGINEER

Signed D. E. Peck

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed .... Fill

Miles completed except finishing .... "

Total cubic yards in project 1200

Cubic yards moved to date 1200

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party 1

Contractor's average force for week .... 12 men,

Compt

2 Tractors teams, ... 1 steam shovels

2 Trucks

Grading work will be completed ~~about~~ on Aug 6-1932.

Was

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job .... Percentage ....
2. .... Percentage ....
3. .... Percentage ....
4. .... Percentage ....

PR 37

May 31, 1932

Clifton & Applegate,
Hutton Building,
Spokane, Washington

Gentlemen:

We are returning to you, by express, four copies of the contract that was recently awarded to you for the grading of the Dillon Section of the Columbia River Highway in Wasco County as the contract agreement and bond have not been signed by the Secretary of your company.

Will you, therefore, have the copies of contract executed by the Secretary at the earliest opportunity and returned to this office?

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

PRES.

HUTTON BUILDING
SPOKANE, WASH.

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS

Spokane, Washington

May 26th, 1932.

Mr. H. B. Glaisyer, Sec.
State Highway Commission,
Salem, Oregon.

RECEIVED
MAY 27 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We have to-day properly executed four copies of contract No. 1365, Dillon Section of the Columbia River Highway in Wasco County.

The contracts have been turned over to the Old National Insurance Agency who are the U. S. F. &. G. Co. agents who will execute the bond and forward the contracts to you.

Hoping you find same in order, we are

Very truly yours,

CLIFTON & APPLEGATE

BY

J

FORM 2-K-1 2660 3M 1-32
COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

PR 37

May 26, 1932

REFERRED TO
Glaisyer
[illegible]
Hand to Comm.
RHB

Mr. R. H. Baldock,

Office.

Dear Sir:

I have just received from the surety company on the Nyberg contract the four copies of the agreement which I sent the surety company and which it has approved. I am handing you the four copies approved by the surety company and the extra copy signed by Mr. Nyberg but not yet approved by the surety company. These should go to the Commission for execution.

Very truly yours

J M Devers
J. M. DEVERS

JMD:PW

Inc.

THIS AGREEMENT made and entered into this 20th day of May, 1932, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called the "state", party of the first part, and CARL NYBERG, hereinafter called the "contractor", party of the second part,

WITNESSETH

That, WHEREAS, the said parties have heretofore, to-wit: On the 7th day of April, 1932, entered into a written agreement, which agreement is known and designated in the highway records as State Highway Contract No. 1338, by the terms and provisions of which said agreement the said contractor agreed to construct, pursuant to plans and specifications made a part of said contract, the grading of the Durkee-Gales Section of the Old Oregon Trail in Baker County, and

WHEREAS, subsequent to the execution of said agreement it has been found necessary to change the alignment, or center line, of the said highway at certain designated places, by reason of which said change in alignment the said contractor will be required to move additional quantities over and above the contract quantities, and

WHEREAS, the parties have mutually agreed with respect to said change in alignment and with respect to the compensation to be paid for such additional work,

NOW, THEREFORE, the premises being in general as above stated, it is hereby agreed by and between the parties hereto as follows:

1. On encroachment No. 2 the change may be made between highway station 1424 and 1432, and on encroachment No. 3 the change may be made between highway station 1440 and station 1460, and on encroachment No. 4 the change in alignment may be made between station 1465 and 1485, and on encroachment No. 5 the change in alignment may be made between station 1487 and station 1520.

2. It is agreed and understood that at said designated places the line may be moved back into the hillside, the extent of such change or distance being variable, but it is understood that at no place shall the distance exceed 15 feet.

3. The contractor agrees to excavate and move all of the additional quantities made necessary by reason of said changes in alignment and agrees to perform said work pursuant to the terms and provisions of the original contract and in harmony with the plans and specification, save and except the said change in alignment.

4. The contractor agrees to accept as full and complete compensation for the performance of said additional work a compensation computed on the unit price fixed in the contract, save and except the additional quantities of solid rock moved on encroachment No. 2 between highway station 1424 and station 1432, and it is agreed and understood that for the additional quantities of solid rock moved between said stations, the contractor shall be paid a compensation computed at the rate of One and 34/100 Dollars ($1.34) per cubic yard for the additional yardage of solid rock. In this connection it is understood and agreed that the estimated contract quantities of solid rock to be moved between said stations 1424 and 1432 are 7,002 cubic yards, and it is agreed that the price of One and 34/100 Dollars ($1.34) shall apply only to yardage of solid rock moved between said stations 1424 and 1432 in excess of the said 7,002 cubic yards.

5. It is agreed and understood that, save and except the changes in compensation herein provided for, the unit price fixed in the contract shall prevail and no further charge or claim for damages or compensation shall be made by the contractor by reason of the foregoing modification.

IN WITNESS WHEREOF the parties hereto have subscribed their names and affixed their seals the day and year first above written.

STATE OF OREGON, by and through its State Highway Commission

By Leslie Scott
Chairman

ATTEST:

By E B Aldrich
Commissioner

H B Glaisyer
Secretary

By Carl Washburne
Commissioner
Party of the First Part

Witness:
Scott Baldock

Carl Nyberg
Party of the Second Part

The undersigned surety company, which is surety on the bond furnished in connection with State Highway Contract No. 1338, in consideration of the benefits which will accrue to Carl Nyberg, principal on said bond, hereby consents to the foregoing change or modifications agreement.

Dated this ____________ day of ____________, 1932.

____

____

Witness

____

Original attached to
contract
by [illegible] as signed

HBG

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

May 25, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 37, Seufert-Deschutes River section of the Columbia River Highway, were recommended for approval on May 17, 1932.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payments on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By AH Benedict
A. H. Benedict
Asst. Highway Engineer

PR 37

May 25, 1932

Clifton & Applegate,
Hutton Building,
Spokane, Washington.

Gentlemen:

We have just received a letter from the State Industrial Accident Commission that it has no record of your firm in its office.

It is one of the requirements of the State Highway Commission that all successful bidders on Oregon state highway construction work shall accept the provisions of the Oregon Workmen's Compensation Law and carry on their work in strict compliance therewith. We will expect you to do this in connection with the contract recently awarded to you by the State Highway Commission for the grading of the Dillon Section of the Columbia River Highway in Wasco County.

Further information regarding the Oregon Workmen's Compensation Act may be obtained from the State Industrial Accident Commission, State Office Building, Salem, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:AJ

May 17, 1938

Mr. James J. Hosey
Durkee, Oregon

NOTED
State Highway Engineer

Dear Sir:

In further reply to your communication and in response to Mr. J. M. Devers' letter to you of May 12 regarding the protest by the citizens of Durkee relative to the contract awarded to Carl Nyberg, I note that you state that of the 60 men working for him, approximately 50 are from Spokane, Washington, Idaho and other points foreign to Oregon.

Please be advised that our resident engineer reports that he has 71 men working, of whom 17 are from outside the state and that these men are all skilled labor, which is permissible under the contract. We are watching this situation very carefully and have requested a weekly report showing the total employed relative to the number of Oregon citizens.

Very truly yours

State Highway Engineer

RHB:HI

cc Leslie M. Scott

A-1 3329 3M 5-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Baldock

May 12, 1932

B. Glaisyer, Secretary

IN REPLY PLEASE
REFER TO FILE NO.

Mr.H. B. Glaisyer
Office.

Dear Sir:

I am attaching a letter which I received from some citizens in Durkee relative to the contract awarded to Carl Nyberg. I also attach my office copy of my reply. Will you please call this matter to the attention of the Commission?

Yours truly

J. M. Devers

JMD:BW
Inc.

Write smooth letter to Contractor about this.

May 12, 1932

Mr. James J. Hosey
Durkee, Oregon

Dear Sir:

I acknowledge receipt of the communication over the signatures of yourself and six others, and in making reply to you alone, I do so with the understanding that you will communicate the contents of this reply to the others to the others interested.

Your letter will be brought to the attention of the Highway Commission at its next meeting to be held in Portland the 18th of this month, and I can assure you that if anything the Commission can do will bring equitable relief the Commission will gladly act in the premises.

It is the plan and purpose of the Highway Commission, in so far as practicable, consistent of course with the principle of the law governing the conduct of the Highway Commission, to see Oregon citizens share to the fullest extent in the results of highway construction, and the Commission will to that end expect the contractors from neighboring states to cooperate in every way possible.

Yours very truly

J. M. DEVERS

JMD:FW

OR GO[illegible]TM NT

Durkee, Oregon
May 9, 1932

Mr. J. M. Devers
Attorney, Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We, the undersigned wish to call your attention to some conditions that exist here.

On April 7, 1932, Carl Nyberg, Contractor of Spokane, Washington, was awarded the grading of Durkee-Gales section on the Old Oregon Trail.

We have asked Mr. Nyberg for employment and many others have done likewise, only to be turned away be being told he had no work. May we ask that local help be given consideration? Mr. Nyberg has about sixty men working for him. Out of this number fifty, or thereabouts, are from Spokane, Washington and Naples, Idaho where Mr. Nyberg has another contract under construction. Five are from the eastern part of Washington, two from various parts of the state of Oregon, and three are local boys. Some are foreigners and not even citizens of the United States.

We are told that this is permissable in his contract as he is allowed to bring skilled labor such as truck drivers, caterpillar drivers, grade men and dump men. But, Mr. Devers, we have all this skilled help in Oregon.

We wish during these unemployed conditions you would discourage awarding contracts to out of state contractors. Also we ask your office to give serious consideration to appoint a man to investigate the conditions of employment that exist amoung the highway contractors camp such as where a man with his family is living in the vicinity of the contract, receiveing $2.40 per day is required to board in camp and pay from $1.00 to $1.20 a day for board.

We hope that you will give this your most valueable consideration.

Yours very truly

Mr. James J. Hosey
G. T. Barlow
H. W. Flanders
R. S. Gray
H. J. Bryant
R. K. Ward
H. C. Moenkhouse

Form 30—1248—2M—10-31

RECEIVED
MAY 3 - 1932
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date [illegible] 30, 193 2

Job name [illegible]

Week from 25 *to* 30

Mail address [illegible]

Highway [illegible] 37

Telegraph or telephone address " "

County [illegible] *Job prefix* [illegible]

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

[illegible] 25 [illegible]
[illegible]
[illegible]
[illegible]
[illegible] 26 [illegible]
[illegible] 15 [illegible]
[illegible] 15 mile creek
[illegible]
[illegible] Third
[illegible]
[illegible]
[illegible]
15 mile [illegible]
[illegible]
[illegible]
[illegible] 29 [illegible]
[illegible]
one day [illegible] and
[illegible]
[illegible] 2 miles [illegible]

(See back of this sheet for instructions and detailed information)

RECEIVED
MAY 3 - 1932
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Title

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

Form 30—1948—2M—10-31

#2

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date ...., 193....

Job name ....

Week from ....

Mail address ....

Highway ....

Telegraph or telephone address ....

County .... *Job prefix* ....

Express and freight address ....

RECEIVED
MAY 3 - 1932
OREGON
STATE HIGHWAY COMMISSION

General information covering progress of work by party and by contractor, important developments, instructions from Division Engineer, changes in personnel of party, etc.:

[illegible] 29th [illegible]
[illegible]
[illegible]
[illegible] Creek [illegible]
[illegible] connection
[illegible]
[illegible] connection
[illegible] 30th Looking over
[illegible] Pleasant
[illegible] connection
[illegible]
[illegible]
[illegible]
[illegible]
[illegible] March
en [illegible]

RECEIVED
MAY 3 - 1932
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAY 7 1932
OFFICE OF
MAINTENANCE ENGINEER

(See back of this sheet for instructions and detailed information)

Signed [illegible]

Title [illegible]

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

CONTRACT# 1359

Denmark - Sixes River Sec.
Oregon Coast Highway

1359

1359

UNITED STATES DEPARTMENT OF AGRICULTURE
No. 8
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

September 27, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Federal Aid Project No. 70-B, Denmark-Sixes River section of the Oregon Coast Highway, was made by a representative of this office on September 23, 1932. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

July 8, 1932

RECEIVED
JUL 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

Enclosed is an approved copy of substitute estimate for auditing vouchers for Oregon F.A.P. 70-B, Denmark-Sixes River Section of the Oregon Coast Highway.

The notations concerning Federal aid funds and State funds have been stricken out, as a substitute estimate does not change these figures, the project agreement amounts remaining in force until changed by modification.

Very truly yours,

W. H. LYNCH
District Engineer

By J A Elliott
J. A. Elliott
Sr. Highway Engineer.

Encls.

June 27, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of substitute estimate for vouchering for the Denmark-Sixes River Section, Project No. 70-B.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/MR.

encl.

Oregon State Highway Department

Project No. 70-B

DENMARK-SIXES RIVER SECTION OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Substitute Estimate for vouchering, Based on low bid prices)

Salem, Oregon, June 23, 1932.

All Required	Clearing and Grubbing		Low bid	$ 1,005.03
28,700 cu.yds.	Common Excavation	$ .51	" "	14,637.00
3,000 " "	Solid Rock Excavation	.80	" "	2,400.00
22,500 yd. Sta.	Overhaul	.03	" "	675.00
1,400 yd. mi.	Truck Haul	.20	" "	280.00
1,350 cu.yds.	Selected Borrow	.50	" "	675.00
2,250 yd.mi.	Hauling Selected Borrow	.20	" "	450.00
22.5 M-FBM	Lumber & Timber	37.50	" "	843.75
600 Lin.Ft.	12" Concrete Pipe	1.50	" "	900.00
190 Lin. Ft.	18" " "	2.50	" "	475.00
50 " "	24" " "	4.50	" "	225.00
120 " "	36" " "	9.00	" "	1,080.00
8,100 cu.yds.	Base Course Surfacing	.80	" "	6,480.00
2,020 " "	Top Course Surfacing	.90	" "	1,818.00
900 " "	Earth filler	.40	" "	360.00
2,700 yd.mi.	Filler Haul	.18	" "	486.00
31,500 yd.mi.	Hauling Cr. Gravel (Tr. Meas.)	.16	" "	5,040.00
				$ 37,829.78

Bituminous Macadam Aggregate

2,260 cu.yds.	1½" - 1" Mtls. in Stockpile	.70	" "	1,582.00
680 " "	1 " - ½" " " "	.70	" "	476.00
970 " "	½" - 1/8" " " "	.70	" "	679.00
170 " "	Screenings	—		—
9,800 yd.mi	Hauling Cr. Gravel (Pile Meas.)	.17	" "	1,666.00
				$ 4,403.00

4.9 Miles	Preparation of Base	50.00	245.00
4,080 cu.yds.	Placing Mineral Aggregate	1.10	4,488.00
7,150 yd.mi.	Hauling Mineral Aggregate	0.15	1,072.50
250 tons	No. 3, Oil in Place	21.00	5,250.00
40 tons	Emulsified(or outback) Asphalt in Seal Coat	21.46	858.40
			$11,913.90

	Total	$54,146.68
10% Engr. & Cont.		5,414.66
	Total	$59,561.34

Oregon State Highway Department

Project No. 70 - B

Length of Project	4.863 Miles
Cost per Mile	$12,247.85

Federal Aid Funds	$ 37,065.02
State Funds	22,496.32
	$59,561.34

State funds for Construction - Chapter 175, Laws 1917; Chapter 31, Laws 1920.
State funds for Maintenance - Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

May 25, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 70~~-B,~~ Denmark-Sixes River section of the Oregon Coast Highway, were recommended for approval on May 17, 1932.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation, provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By A H Benedict
A. H. Benedict
Asst. Highway Engineer

FORM S-A-1 721 5M 9-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

70-B

May 11, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying plans and five bid proposals for each of the following projects:

Project No. 70-B - Denmark-Sixes River Section
Project No. 142-B - Red Bridge-Drain Section
Project No. 167-B - Sand Station-Washington State Line

Under separate cover, we are sending five blueprint sets of plans and one set of original cross-sections for Project No. 167-B, and five blueprint copies of Sheet No. 2 of the plans for Project No. 142-B. The typical sections for bituminous macadam, shown on the plans for Project No. 70-B, is correct on the copies of the plans which you now have.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/KB.

encl.

Oregon State Highway Department Project No. 70-B

DENMARK-SIXES RIVER SECTION OF THE
OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate with specifications for bituminous macadam. Not as basis for substitute estimate.)

Salem, Oregon, May 9, 1932.

All required	Clearing and Grubbing		Low Bid	$ 1,005.00
28,700 cu. yds.	Common Excavation	$ .51	" "	14,637.00
3,000 cu. yds.	Solid Rock Excavation	.80	" "	2,400.00
22,500 yd. sta.	Overhaul	.03	" "	675.00
1,400 yd. mi.	Truck Haul	.20	" "	280.00
1,350 cu. yds.	Selected Borrow	.50	" "	675.00
2,250 yd. mi.	Hauling Selected Borrow	.20	" "	450.00
22.5 M-FBM	Lumber and Timber	37.50	" "	843.75
600 lin. ft.	12" Concrete Pipe	1.50	" "	900.00
190 lin. ft.	18" " "	2.50	" "	475.00
50 lin. ft.	24" " "	4.50	" "	225.00
120 lin. ft.	36" " "	9.00	" "	1,080.00
8,100 cu. yds.	Base Course Surfacing	.80	" "	6,480.00
2,020 cu. yds.	Top Course Surfacing	.90	" "	1,818.00
900 cu. yds.	Earth Filler	.40	" "	360.00
2,700 yd. mi.	Filler Haul	.18	" "	486.00
31,500 yd. mi.	Hauling Cr. Gravel (Tr. Meas.)	.16	" "	5,040.00
				$37,829.75

Bituminous Macadam Aggregate

2,260 cu. yds.	1-1/2" - 1" Matls. in Stockpile	.70	" "	1,582.00
680 cu. yds.	1" - 1/2" " " "	.70	" "	476.00
970 cu. yds.	1/2" - 1/8" " " "	.70	" "	679.00
170 cu. yds.	Screenings	—		—
9,800 yd. mi.	Hauling Cr. Gravel (Pile Meas.)	.17	" "	1,666.00
				$ 4,403.00

(A)

Bituminous Macadam Wearing Surface

4.9 miles	Preparation of Base	50.00	Est.	245.00
4,080 cu. yds.	Placing Mineral Aggregate	1.10	"	4,488.00
7,150 yd. mi.	Hauling Mineral Aggregate	.15	"	1,072.50
250 tons	No. 5 Oil in Place	26.00	"	6,500.00
40 tons	Emulsified (or Cut-back) Asphalt in Seal Coat	26.00	"	1,040.00
				$13,345.50
				$55,578.25

10% Engr. & Cont.	$ 5,557.83
Total	$61,136.10

Length of Project - 4,863 miles
Cost per mile - $12,571.66

Federal Aid Funds -	$36,044.99
State Funds -	25,091.11
	$61,136.10

PR#70-B

September 16, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box [illegible],
Portland, Oregon.

Dear Sir:

As requested in your letter of September 15th, we are sending herewith revised price analysis for the placing of emulsified asphalt on the Denmark-Port Orford Section of the Roosevelt Coast Highway, Federal Aid Projects No. 70-A, No. 70-B and No. 96.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
encl.

COST ANALYSIS

DENMARK-PORT ORFORD SECTION

Federal Aid Projects Nos. 70-A, 70-B and 95

Bitumuls in Place:

Bitumuls, f. o. b. Bandon - - - - - - - - - -	$18.00	per	ton
Hauling and Spreading - - - - - - - - - - - -	2.00	"	"
Moving and Setting-up - - - - - - - - - - - -	1.25	"	"
Traffic Control - - - - - - - - - - - - - - -	0.50	"	"
Contingencies and Weather Delays - - - - - -	1.50	"	"
Equipment Rental - - - - - - - - - - - - - - -	1.75	"	"
Supervision - - - - - - - - - - - - - - - - -	1.00	"	"
	$26.00	"	"

D STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

LEASE
FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

September 13, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 70-B, and to the cost analysis covering the cost of placing emulsified asphalt by State forces.

As noted on previous projects, it is necessary that the equipment rentals be shown as a separate charge on cost analysis where Federal participation is desired.

Yours very truly,

W. H. Lynch

W. H. Lynch
District Engineer

Encl.

PR-#70-B

September 5, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We desire now to proceed with the construction of bituminous macadam wearing surface on the Denmark-Port Orford Section (Federal Aid Projects Nos. 70-A, 70-B and 85). We propose to do this work with state forces, and we would like to have your approval of the performance of the work in that manner.

It develops that the work can be done with bitumuls at somewhat less cost than with asphalt, bitumuls having an advantage in this particular case due to the fact that it can be delivered by boat to Bandon, whereas asphalt must be delivered by rail to Coquille. The overland haul on bitumuls is, therefore, about twenty miles less than the overland haul on asphalt, which is a very considerable factor in the cost of the work.

On account of the saving in cost that can be effected by the use of bitumuls, together with the fact that with cooler weather approaching the bitumuls should work somewhat more satisfactorily than asphalt, we would like to have your permission to use bitumuls instead of asphalt. The quantity of bitumuls used per square yard of surfacing would be one-third greater than the quantity specified for asphalt, but in all other respects the specifications for the wearing surface would be the same as originally submitted.

Substitute estimates contemplating this change in specifications and a cost analysis for the item "Bitumuls in Place" are being enclosed herewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:MR
encl.

State Highway Department   Project No. 70-B

DENMARK-SIXES RIVER SECTION

OF THE ROOSEVELT COAST HIGHWAY IN CURRY COUNTY

(Substitute estimate for vouchering. Based on low bid prices for regrading, resurfacing and bituminous macadam aggregate and estimated costs for constructing bituminous macadam wearing surface.)

Salem, Oregon, Sept. 8, 1930.

All Required	Clearing and Grubbing		Low Bid	$1,003.05
28,700 cu. yds.	Common Excavation	.51	" "	14,637.00
3,000 cu. yds.	Solid Rock Excavation	.80	" "	2,400.00
22,500 yd. sta.	Overhaul	.03	" "	675.00
1,400 yd. mi.	Truck Haul	.20	" "	280.00
1,350 cu. yds.	Selected Borrow	.50	" "	675.00
2,250 yd. mi.	Hauling Selected Borrow	.20	" "	450.00
22.5 M-FBM	Lumber and Timber	37.50	" "	843.75
600 lin. ft.	12" Concrete Pipe	1.50	" "	900.00
190 lin. ft.	18" " "	2.50	" "	475.00
50 lin. ft.	24" " "	4.50	" "	225.00
120 lin. ft.	36" " "	9.00	" "	1,080.00
8,100 cu. yds.	Base Course Surfacing	.80	" "	6,480.00
2,020 cu. yds.	Top Course Surfacing	.90	" "	1,818.00
900 cu. yds.	Earth Filler	.40	" "	360.00
2,700 yd. mi.	Filler Haul	.18	" "	486.00
31,500 yd. mi.	Hauling Cr. Gravel (Tr. Meas.)	.16	" "	5,040.00

__Bituminous Macadam Aggregate__

2,260 cu. yds.	1 1/2" - 1" Matl. in Stock Pile	.70	" "	1,582.00
680 cu. yds.	1" - 1/2" " " " "	.70	" "	476.00
970 cu. yds.	1/2" - 1/8" " " " "	.70	" "	679.00
170 cu. yds.	Screenings	- -		- -
9,800 yd. mi.	Hauling Cr. Gravel (Pile Meas.)	.17	" "	1,666.00

__Constructing Bit. Mac. Wearing Surface__

4.9 miles	Preparation of Base (State force)	100.00	agreed	490.00
4,080 cu. yds.	Placing Mineral Agg. (" ")	1.10	"	4,488.00
7,150 yd. mi.	Hauling Mineral Agg. (" ")	.40	"	2,860.00
380 tons	Bitumuls in Place (" ")	26.00	"	9,880.00
	Sub-total			59,950.73
	10% Engr. & Cont.			5,995.07
	Total			$65,945.85

Length of Project 4.863 Miles
Cost per Mile $13,560.73

State funds for construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.
State funds for construction: Chapter 41, Laws 1927.

COST ANALYSIS

DENMARK-PORT ORFORD SECTION

Federal Aid Projects Nos. 70-A, 70-B and 95

Bitumuls in Place:

Bitumuls, f. o. b. Bandon - - - - - - - -	$18.00	per	ton
Hauling and Spreading - - - - - - - - - -	~~3.00~~ 2.00	"	"
Moving and Setting-up - - - - - - - - - -	~~1.50~~ 1.25	"	"
Traffic Control - - - - - - - - - - - - -	.50	"	"
Contingencies and Weather Delays - - - -	~~2.00~~ 1.50	"	"
Equipment Rental - - - - -	1.75	"	"
Supervision - - - - - - - - - - - - - - -	1.00	"	"
	$26.00	"	"

Salem, Oregon.
September 15, 1930

FR 70-B

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P. 70-B

Post Office Building
Portland, Oregon.

Aug. 15, 1930.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By
F. J. Caufield
Highway Engineer.

Encl.

Jon

A 4 pr 7199

Form P. R. 2
State Oregon
Project No. 70, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of May, 1930 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 18th day of October, 1929, a project statement, which was approved by the Secretary on the 27th day of December, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 26th day of February 1930, and approved by the Secretary on the 4th day of August, 1930; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of forty-one thousand, two hundred twenty-two and 92/100 dollars ($41,222.92) as the share of the United States payable under said act on account of Section [illegible] of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ---------- of ----------
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ----------
(State how placed under direct control of Highway Department)

*(c) ----------

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 447+54.5 at the north end of Section A of said project approximately ½ mile north of Sixes River in the N.½ of Sec.9, T.32 S., R.15 W., W.M., and survey station 727+00 at the south end of Federal Aid Project No. 109, Section A, near Denmark in Sec.15, T.31 S., R.15 W., W.M., terminal points, a distance of 4.863 miles, known locally as Federal Aid System Route No. 2, Roosevelt Coast Highway, between Port Orford and Coos Bay, Curry County, being Section B of Oregon Federal Aid Project No. 70.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State **Chap. 178, Laws of 1917; Chap. 31, Laws of 1920.**

(Include amount, date, and citation of

act of legislature which authorized)

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 3 of said project shall not in any event exceed the sum of forty-one thousand, two hundred twenty-two and 92/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of sixty-six thousand, two hundred forty-two and 85/100 dollars, the approved total estimated cost of Section 3 of said project.

PAYMENTS

Article V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....

....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .... of ....
(State or county) (Name)

(Strike out if not appropriate.)

STRICKEN OUT

Article V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....

.... **the State Treasurer** ....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .... **State** .... of .... **Oregon** ....
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .... **Chap. 41, Laws of 1927.** ....
(Include reference to statute authorizing funds and probable amount annually available)

....

....

....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5516

PAYMENTS

Article V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ______________________________

____

STRICKEN

Article VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ______________________________, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ______________________________
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

____

*(*b*) By the ______________________________, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ______________________________
(Include reference to statute authorizing funds and probable amount annually available)

____

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ______________________________

____
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 4th day of August, 1930.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ______________________________
Chairman, State Highway Commission
(Title of officer)

By ______________________________
Member, State Highway Commission
(Title of officer)

[SEAL]

By Robert W. Sawyer
Member, State Highway Commission
(Title of officer)

By ______________________________
(Title of officer)

By ______________________________
(Title of officer)

[SEAL]

R. W. Dunlap
Acting *Secretary of Agriculture.*

8—551

CWB

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 447+54.5 at the north end of Section A of said project approximately ½ mile north of Sixes River in the N.½ of Sec.9, T.32 S., R.15 W., W.M., and survey station 727+00 at the south end of Federal Aid Project No. 109, Section A, near Denmark in Sec.15, T.31 S., R.15 W., W.M., locally known as Federal Aid System Route No. 2, Roosevelt Coast Highway, between Port Orford and Coos Bay, Curry County, and designated in the records of this Department as Section B of Project No. 70, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $66,242.85 as the total estimated cost of Section B of said project, and the sum of $41,222.92 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed the authorized Federal pro rata share ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 4th day of August one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

70 B

April 11, 1930

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis of project agreement covering the Denmark-Sixes River Section, Project No. 70 B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash : TP
Enc.

Oregon State Highway Department Project No. 70-B

DENMARK-SIXES RIVER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN CURRY COUNTY

(Estimate as basis for project agreement. Based on low bid prices for regrading resurfacing and bituminous macadam aggregate and estimated costs of constructing bituminous macadam wearing surface.)

Salem, Oregon, April 8, 1930.

All Required	Clearing and Grubbing		Low Bid	$1,005.03
28,700 cu.yds	Common Excavation	.51	"	14,637.00
3,000 cu.yds	Solid Rock Excavation	.80	"	2,400.00
22,500 yd.sta.	Overhaul	.03	"	675.00
1,400 yd.mi.	Truck Haul	.20	"	280.00
1,350 cu.yds	Selected Borrow	.50	"	675.00
2,250 yd.mi.	Hauling Selected Borrow	.20	"	450.00
22.5 M-FBM	Lumber and Timber	37.50	"	843.75
600 lin.ft	12" Concrete Pipe	1.50	"	900.00
190 lin.ft	18" " "	2.50	"	475.00
50 lin.ft	24 " "	4.50	"	225.00
120 lin.ft	36" " "	9.00	"	1,080.00
8,100 cu.yds	Base Course Surfacing	.80	"	6,480.00
2,020 cu.yds	Top Course Surfacing	.90	"	1,818.00
900 cu.yds	Earth Filler	.40	"	360.00
2,700 yd.mi.	Filler Haul	.18	"	486.00
31,500 yd.mi.	Hauling Cr. Gravel (Tr. Meas)	.16	"	5,040.00

Bituminous Macadam Aggregate

2,260 cu.yds	1 1/2" - 1" Matl. in Stock Pile	.70	"	1,582.00
680 cu.yds	1" - 1/2" " " "	.70	"	476.00
970 cu.yds	1/2" - 1/8" " " "	.70	"	679.00
170 cu.yds	Screenings	—		—
9,800 yd.mi.	Hauling Cr. Gravel (Pile Meas)	.17	"	1,666.00

Constructing Bit. Mac. Wearing Surf.

4.9 Mi.	Preparation of Base	100.00	Est.	490.00
4,080 cu.yds	Placing Min. Aggregate	1.10	"	4,488.00
7,150 yd.mi.	Hauling " "	.40	"	2,860.00
290 tons	Asphalt in Place	35.00		10,150.00
	Sub-total			$ 60,220.78
	10% Engr. & Cont.			6,022.07
	Total			$ 66,242.85

Length of Project 4.863 miles
Cost per Mile $ 13,621.80

State Funds Available	$25,019.93
Federal Aid Requested	41,222.92
	$66,242.85

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.
State Funds for Maintenance: Chapter 41, Laws 1927.

70-B

February 24, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans and five copies of special provisions for the regrading and resurfacing, and five sets of special provisions for the reconstruction of bituminous macadam wearing surface on the Denmark-Coos County Line Section, Project No. 70-B.

Under separate cover we are sending three sets of blueprint plans and two additional prints of Sheet #8 of the plans which we wish to request be substituted in the plans previously sent.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP

Encls.

Oregon State Highway Department Project No. 70-B

Sixes Riv

DENMARK-COOS COUNTY LINE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN CURRY COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, February 24, 1930.

All Required	Clearing and Grubbing		$ 500.00
28,700 cu.yds	Common Excavation	.40	11,480.00
3,000 cu.yds	Solid Rock Excavation	1.25	3,750.00
22,500 yd.sta	Overhaul	.04	900.00
1,400 yd.mi.	Truck Haul	.30	420.00
1,350 cu.yds	Selected Borrow	.30	405.00
2,250 yd.mi.	Hauling Selected Borrow	.30	675.00
22.5 M-FBM	Lumber and Timber	40.00	900.00
600 lin.ft	12" Concrete Pipe	2.00	1,200.00
190 lin.ft	18" " "	3.00	570.00
50 lin.ft	24" " "	4.00	200.00
120 lin.ft	36" " "	8.00	960.00
8,100 cu.yds	Base Course Surfacing	1.00	8,100.00
2,020 cu.yds	Top " "	1.15	2,323.00
900 cu.yds	Earth Filler	.30	270.00
2,700 yd.mi.	Filler Haul	.20	540.00
31,500 yd.mi.	Hauling Cr. Gravel (Truck Meas)	.16	5,040.00

Bituminous Macadam Aggregate:

2,260 cu.yds	1 1/2" - 1" Materials in Stock Pile	.90	2,034.00
680 cu.yds	1" - 1/2" " " "	1.05	714.00
970 cu.yds	1/2" - 1/8" " " "	1.15	1,115.50
170 cu.yds	Screenings	-	- -
9,800 yd.mi.	Hauling Cr. Gravel (Pile Meas)	.18	1,764.00

Bituminous Macadam Wearing Surface:

4.9 Mile	Preparation of Base Macadam	100.00	490.00
4,080 cu.yds	Placing Mineral Aggregate	1.10	4,488.00
7,150 yd.mi	Hauling " "	.40	2,860.00
290 tons	Asphalt in Place	35.00	10,150.00
		Sub-total	$ 61,848.50
		10% Engr. & Cont	6,184.85
		Total	$ 68,033.35

Length of Project	4.863 miles
Cost per mile	$13,989.99

State Funds Available	$ 25,696.20	
Federal Aid Requested	42,337.15	(62.23%)
	$ 68,033.35	

CONTRACT#1359

SEE:

CONTRACT#770,

3

1359 SFE: Contract

CONTRACT # 1360,

SEE:

CONTRACT # 1146,

3

1360 [illegible]: Contract 1146

CONTRACT# 1360,

PR 123-A Deschutes & Wheeler Counties 1932
Oiling Proj. No. 10
#1360

#1360

GR123a

November 21, 1932

United States Fidelity & Guaranty Company,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1360 for the construction of Oiling Project No. 10 on The Dalles-California and Ochoco Highways in Deschutes and Wheeler Counties, has been completed by the contractors J. F. Forbes and Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after November 30th, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $43,082.80 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon F.A.P. 123-A

Sept. 20, 1932.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
SEP 21 1932
STATE HIGHWAY COM.
OREGON

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

Arp 12696

Form P. R. 2
State Oregon
Project No. 123, Section A

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—8818

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of August, 1932

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of November, 1927, ~~a~~ revised project statement, which was approved by the Secretary on the 7th day of January, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 17th day of May 1932, and approved by the Secretary on the 26th day of August, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of eighteen thousand, four hundred thirty-seven and 81/100 dollars ($18,437.81) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State **Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.** (Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ______ of ______ (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ______ (State how placed under direct control of Highway Department)

*(c) ______

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between **survey station 0+00 on Sixth Street between A Street and B Street in Redmond, and survey station 256+78.4 in the N. ½ Sec. 21, T. 14 S., R. 13 E., W.M., south of Terrebonne,** terminal points, a distance of **4.863** miles, known locally as **the Terrebonne - Redmond section of the Dalles - California Highway (U. S. Highway No. 97, Federal Aid Route No. 4), Deschutes County, being Oregon Federal Aid Project No. 123, Section A.**

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of eighteen thousand, four hundred thirty-seven and 81/100 dollars ($18,437.81), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty-nine thousand, six hundred twenty-eight and 50/100 dollars ($29,628.50), the approved total estimated cost of said project.

PAYMENTS

~~Article V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....~~

~~..~~
~~(Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ....~~
~~(Name)~~

~~(Strike out if not appropriate.)~~

STRICKEN OUT

Article V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....

..................**the State Treasurer**..................
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ....**Oregon**..........
(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ...**Chap. 41, Laws of 1927.**...................
(Include reference to statute authorizing funds and probable amount annually available)

....

....

....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the

OUT

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ____________________, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ____________________ (Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department) ____________________

*(b) By the ____________________, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ____________________ (Include reference to statute authorizing funds and probable amount annually available) ____________________

STRICKEN OUT

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ____________________

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 26th day of August, 1932

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott
Chairman, State Highway Commission
(Title of officer)

By ____________________
Member, State Highway Commission
(Title of officer)

[SEAL]

By C. E. Washburn
Member, State Highway Commission.
(Title of officer)

By ____________________
(Title of officer)

By ____________________
(Title of officer)

[SEAL]

C. F. Marvin
Acting Secretary of Agriculture.

8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 123-A, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 29,628.50 as the total estimated cost of said project, and the sum of $ 18,437.81 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 26th day of August one thousand nine hundred and Thirty-two

C. F. Marvin
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—4829

Form 20-3165-5M-3-32.

O[illegible]GON [illegible]TATE HIGHWAY DEPART[illegible]

123a

FIELD ENGINEER'S WEEKLY REPORT

Date Sept 19, 1932

Job name Terrebonne Redmond section

Week from Sept 12 **to** Sept 18.

Mail address Redmond.

Highway Dalles California

Telegraph or telephone address

County Deschutes **Job prefix** 9.P.4.

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

started putting on the seal coat Monday and completed it Wednesday at noon. had the contractor do a little more work on the shoulders and he completed everything on Thursday night

RECEIVED SEP 21 1932 STATE HIGHWAY DEPT OREGON

Day of Week	WEATHER CONDITIONS A. M.	WEATHER CONDITIONS P. M.
Sunday	Warm	[illegible]
Monday	"	
Tuesday		
Wednesday	"	"
Thursday		"
Friday		"
Saturday	Windy	Windy

RECEIVED SEP 21 1932

Signed Geo. Young

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project

Miles completed

Miles completed except finishing

Total cubic yards in project

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be measured

Number men in Engineering Party

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 4.2

Miles completed 4.2

Miles partially done —

Total cubic yards in project 24391

Cubic yards produced to date 24391

Average daily yardage produced this week —

Average daily yardage necessary to complete on time —

Contractor's average force for week 38 *men,*

none *teams,* 4 *trucks*

Project will be completed about 5-27-15

Number of men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 9PK *Percentage* 100
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

FORM 2-H-1 4000 16 9-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

173A

September 17, 1932

RECEIVED
SEP 19 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

Attached hereto please find price agreements 2 and 3, covering work outside of the contract (Contract #1360). No. 2 covers the finishing of the embankment slopes which were not completed last winter. The price of 35¢ for this material may seem high but the borrow was shallow and the contractor had to move his shovel several times to get the necessary dirt and had to hard finish the slopes.

Agreement No. 3 covers the oil we took in barrels after the contractor finished the oiling work.

Yours very truly
K. D. Lytle w.
K. D. Lytle
Division Engineer

kdl/c

NOTED
State Highway Engineer

#1360

123A

September 8, 1932

J. F. Forbes Company,
110 East Union St.,
Olympia, Washington.

Gentlemen:

Please be advised that we have been informed by the Farmers Hardware Company, Inc., Redmond, that their claim against A. E. Stilwell had been settled in full.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

cc to United States Fidelity & Guaranty Company,
C. O. Price, Agent, Porter Bldg., Portland.

FARMERS HARDWARE COMPANY, INC.
Successor to KENDALL HARDWARE CO., Inc.
Hardware, Iron and Steel, Paints and Oils, Pipe and Fittings, Sporting Goods
Implements, Housewares, Auto Replacements
REDMOND, OREGON

Please Put This Number
on Your Reply

RECEIVED
SEP 8 - 1932
OREGON
STATE HIGHWAY COMMISSION

September 7, 1932

Oregon State Highway Commission,
Salem,
Oregon.

Attention Sectetary

Gentlemen:

Thanks for your letter of the 6th, and the advice contained therein.

We have known Mr. Forbes for a long time, having known him in Olympia.

Since writing you Mr. Forbes came in and paid Mr. Stillwell's bill, which was between three and four hundred dollars. As the job was nearing completion and we did not know very much about Mr. Stillwell we wanted to protect ourselves, but Mr. Forbes' action has fixed us up.

Thanking you again, we are

Yours truly,

FARMERS HARDWARE CO.

By H.E. VanArsdale

#1360

123A

September 6, 1932

Farmers Hardware Company, Inc.,
Redmond,
Oregon.

Attention of Mr. H. E. Van Arsdale

Gentlemen:

This acknowledges receipt of your letter of September 2, advising us of your claim against A. E. Stillwell who, you state, is a subcontractor under J. F. Forbes to whom the State Highway Commission awarded the contract for the construction of a portion of The Dalles-California Highway north of Redmond.

The contract to which you refer is State Highway Contract No. 1360 and is for oiling work on The Dalles-California and Ochoco Highways in Deschutes and Wheeler Counties. It is known as Oiling Project No. 10.

In connection with this project, Mr. Forbes was required to furnish the state with a surety bond for the protection of labor and material claims, and all just debts, dues and demands incurred against the project. This bond was written by U. S. Fidelity & Guaranty Company for which C. C. Price is resident agent with offices in the Porter Building, Portland. We offer this bond to you for the protection of your claim and suggest that you take the matter up with the agent of the bonding company, in the event that you are unable to secure a satisfactory settlement from Mr. Stillwell or Mr. Forbes. Mr. Forbes' address is 110 East Union Street, Olympia, Wash.

I would also suggest that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed.

Very truly yours,

Secretary

AJ

FARMERS HARDWARE COMPANY, INC.
Successor to KENDALL HARDWARE CO., Inc.
Hardware, Iron and Steel, Paints and Oils, Pipe and Fittings, Sporting Goods
Implements, Housewares, Auto Replacements
REDMOND, OREGON

Please Put This Number on Your Reply

____

RECEIVED
SEP [illegible] - 1932
OREGON
STATE HIGHWAY COMMISSION

September 2, 1932

State Highway Department,
Salem,
Oregon.

Gentlemen:

We are selling powder and supplies consisting of hardware to Mr. A. E. Stillwell, who seems to be a sub-contractor under Mr. J. F. Forbes. These things are used on a stretch of road, a part of The Dalles-California Highway North of Redmond, which is being straightened.

Inasmuch as the goods we are selling him are used in getting out cinders, gravel, and surfacing materials, and payment to date has been a little slow, we would thank you to please inquire about payment of powder, etc., before making final settlement.

Respectfully yours,

FARMERS HARDWARE CO.

By H. E. VanArsdale

ANSWERED
[illegible]

123a

Form 271
F-20376

RECEIVED
SEP - 1932

OREGON STATE HIGHWAY COMMISSION

WEEKLY OILING REPORT

Crew No. [illegible] Order No. .... Report No. 5 Week ending Sep 3 1932

Dalles Cal [illegible] Highway, Section Terrebonne Redmond Prefix 9PK

Amount Authorized, $26935.00; Per Cent of Work Accomplished, 95%; Per Cent Money Expended, ...

RECORD OF WORK DONE AND MATERIALS USED TO DATE

			Oil or Asphalt					Rock				
Spec.	From M.P.	To M.P.	Grade	Gals. Per Sq. Yd.	Total Gals.	Total Tons	Hauling Per Ton M.	Size	Cu. Yds. Per Sq. Yd.	Total Cu. Yds.	Hauling Per Yd. M.	Remarks
Tack												
	1400	257+28	Lcu 1E	.431	27010	107	—					
First Lift	1400	257+28	"	.816	46445	184	—					
Second Lift	"	"		.856	49500	194	—					
	"	"						Cinders	~~12465~~	12465	.11	
	"	"						Filler		1327	.12	Mixin cinder Base
								Water		229750	Gal.	
								Gravel	.0146	908	.11	Tack coat Covering
								"	.083	4255	.11	For mix
								"	.111	655	.11	" " without Filler
								Filler	.0275	1405	.12	For mix

DETAILS OF COST TO DATE

X—Labor	$
Y—Materials (excluding stone)	$
Z—Equipment, Rental, Supplies, Etc.	$
Subtotal	$
Cost of Stone (including freight)	$
Grand total	$

A—Supervision and General Overhead	$	Per mile	$
B—Preparation of Macadam Base and Patching	$6709.90	Per mile	$
C—Heating and Loading Oil or Asphalt	$	Per ton	$
D—Cost of Oil or Asphalt (including freight)	$9005.87	Per ton	$
E—Loading, Spreading and Rolling Stone	$1805	Per cu. yd.	$
F—Hauling Stone	$2864.40	Per yd. M.	$
G—Cost of Stone (including freight)	$	Per cu. yd.	$
H—Moving, Setting Up and Dismantling Plant	$	Per mile	$
J—Traffic Control	$17.40	Per mile	$
K—Hauling Oil or Asphalt	$	Per ton M.	$
L—Spreading Oil or Asphalt	$	Per ton	$
M—mixing & finishing	$2450.00		$
Grand total	$		$

Hours Delay This Week .... Weather Report Cool

Cause of Delays Weather was to cold to mix the oil

General Remarks: ....

RECEIVED
SEP 6 - 1932

Chas Young
General Foreman

NOTE: If there should be any deviations from the Standard Specifications full details of the specification used should be given under "Remarks," using the back of the sheet if additional space is required.

In case all bills have not passed through, costs should be estimated as closely as possible. At close of job an accurate statement should be rendered.

Mail white copy direct to Assistant State Highway Engineer; pink copy to Division Engineer; yellow copy to Resident Engineer; retain blue copy for your files.

FORM 2-C-1 [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

173A

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

RECEIVED
[illegible] 1932

August 24, 1932

R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith

Dear Sir:

Please refer to your letter of August 23rd relative to rock from state-owned stock piles used on the Mitchell-Rock Creek Oiling Project.

Attached is Weekly Oiling Report, form 271, as requested, also a summary of the rock used on this project, which summary appears to check the report.

The section on this project receiving Federal Aid is from M.P. 94.80 to M.P. 97.13. From M.P. 90.50 to M.P. 97.13 an 0-11 specification was laid and we have used a direct proportion to segregate the mineral aggregate used from M.P. 94.80 to M.P. 97.13, which computes as follows:

Rock Size		Quantity
1¼"-3/4"		568 Cu. Yds.
3/4"-½"		266 " "
½" - ¼"		280 " "
¼" - 0		102 " ".
	Total	1216 Cu. Yds.

Yours very truly

K. D. Lytle
Division Engineer

By
W. O. Widdows

wow/c
encls.
cc V. L. Goodnight

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
AUG 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

August 8, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:- **Re: Oregon F.A.P. No. 123-A**

We are forwarding herewith proposed project agreement, in triplicate, for signature and return to this office.

Will you kindly furnish us with two sets of plans covering the small structures at stations 80+50 and 111+40 on this project.

Std. Timber [illegible]
– Std. Slab – 6' wide

We are also enclosing an approved copy of the specifications document, together with an approved copy of the detail estimate upon which the project agreement was based.

On the estimate your attention is invited to the correction made insofar as the cost per mile is concerned, as the length of the project includes the timber bridge at Sta. 160+56.8, since the treated surface will be carried across this structure which was built without Federal aid.

Very truly yours,

W. H. LYNCH
District Engineer.

Encls.

FORM 2-2-1 [illegible] 10 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

123a

August 1, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith

RECEIVED
AUG 3 - 1932
STATE HIGHWAY COMMISSION

Dear Sir:

Mr. J. F. Forbes, contractor on the Terrebonne-Redmond job, will possibly finish placing cinders on Wednesday of this week and apply the tack coat of oil on the cinders Thursday or Friday.

It is rather difficult to state when the actaul road mix work will start but it should be some time during the week August 8th to 13th. Our understanding is that A. A. Benscheidt, who is on the job at present as rock checker, will be street inspector.

Will you please send out a rock checker as soon as possible to replace Benshheidt?

Yours very truly

K. D. Lytle
Division Engineer

By W.O. Widdows

WOW/c
cc. E. M. Finkbiner

June 27, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Terrebonne-Redmond Section, Project No. 123-A.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 12[illegible] - A

TERREBONNE - REDMOND SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon. June 25, 19[illegible]

[illegible]	Cu. Yds	Cinder Topping	$ 0.30	$ [illegible]
[illegible]	" "	Cinder Shoulders	.20	[illegible]
20,000	Yd.Mi.	Hauling Cinders	.11	2,200.00
1,200	Cu. Yd.	Filler	.25	300.00
1,800	Yd.Mi.	Hauling Filler	.12	216.00
300	M-Gal	Sprinkling	1.50	450.00
4.9	Miles	Preparation of Cinder Topping	100.00	490.00
7,700	Cu.Yds.	Mineral Aggregate	.25	1,925.00
50,000	Yd.Mi.	Hauling Aggregate	.11	5,500.00
4.9	Miles	Mixing and Finishing	500.00	2,450.00
600	Tons	Light Cut-back Asphalt	18.56	11,136.00
50	Tons	Heavy Cut-back "	18.56	928.00
				$ 26,935.00
		10% Engineering and Contingencies		2,693.50
		Total		$ 29,628.50

Length of Project	4.863	Miles
" " 1 Bridge	.004	"
" " Roadway	4.859	"

Cost per Mile $ 6,097.65

Federal Aid Requested	$18,437.81
State Funds available	11,190.69
	$29,628.50

State Funds for Constr. Chap. 175, Laws 1917; Chap. 31 Laws 1920

" " " Maint. Chap. 41, Laws 1927

Oregon State Highway Department Project No. 123-A

TERREBONNE-REDMOND SECTION OF
THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, May 13, 1932.

8,800	cu. yds.	Cinder Topping	$ .30	$2,640.00
3,000	cu. yds.	Cinder Shoulders	.30	900.00
20,000	yd. mi.	Hauling Cinders	.12	2,400.00
1,200	cu. yds.	Filler	.25	300.00
1,800	yd. mi.	Hauling Filler	.12	216.00
300	M-Gal.	Sprinkling	2.00	600.00
4.9	miles	Preparation of Cinder Topping	100.00	490.00
7,700	cu. yds.	Mineral Aggregate	.50	3,850.00
30,000	yd. mi.	Hauling Aggregate	.12	3,600.00
4.9	miles	Mixing and Finishing	500.00	2,450.00
600	tons	Light Cut-back Asphalt	20.00	12,000.00
50	tons	Heavy Cut-back Asphalt	20.00	1,000.00
				$30,446.00
		10% Engr. & Cont.		3,044.60
				$33,490.60

Length of Project		4.863 miles
Length of 1 Bridge	21.6 ft.	.004 miles
Length of Roadway		4.859 miles
Cost per mile		$6,892.48
Federal Aid Requested		$20,841.20
State Funds Available		12,649.40
		$33,490.60

June 24, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith three copies of resolution passed by the Council of the City of Redmond guaranteeing that no encroachments will be permitted upon the right-of-way of the portion of Project No. 123-A, which is situated within the city limits.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/MB.

encl.

PR 173 A

MISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

June 16, 1932

RECEIVED
JUN 17 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

Attached please find four copies of a resolution executed by the City of Redmond relative to our occupancy of 6th Street.

Yours very truly

K D Lytle

K. D. Lytle
Division Engineer

kdl/c
encls.

RESOLUTION

WHEREAS, State Highway No._____ of the State of Oregon, known as the The Dalles-California Highway, is routed through the City of Redmond, Deschutes County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

---------- Sixth Street----------

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, The Bureau of Public Roads of the Department of Agriculture of the United States will not participate in the construction of said highway until and unless the said City of Redmond will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right-of-way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Redmond, Deschutes County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No._____ of the State of Oregon, known as the The Dalles-California Highway, which will permanently or unduly interfere with the free and convenient

flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Redmond, Deschutes, County, Oregon, this 14 day of June, 1932.

Attest:

J R Roberts
Mayor.

Mabel Reynolds
City Recorder.

- - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Redmond, Deschutes County, Oregon, on the 14 day of June 1932 at the regular meeting of said Common Council.

Dated this 15 day of June, 1932.

Mabel Reynolds
City Recorder.

Mitchell - Rock Creek Oiling

123a

OREGON STATE HIGHWAY COMMISSION

June 23, 1932.

Mr. K. D. Lytle,
Highway Division Engineer,
Bend, Oregon.

Dear Sir:

The enclosed price agreement, covering the furnishing of No. 3 road oil and cut-back asphalt under Contract No. 1360, has been approved by Mr. Baldock with the understanding that it be complete by the addition of the total unit prices at which payment for the oil and cut-back is to be made.

Under the State's contract, the price of No. 3 oil f. o. b. Prineville is $15.87 per ton, and the price of cut-back is $16.36 per ton.

When the agreement is completed, as above indicated, please return two copies to us and forward one copy to the contractor and one copy to the resident engineer.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

RECEIVED
JUN 20 1932
OREGON
STATE HIGHWAY COMMISSION

June 17, 1932

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Attached please find Price Agreement signed by Mr. J. F. Forbes, contractor on the Mitchell Oiling Project for oil to be delivered east of Mitchell to be used for future patching work.

Yours very truly,

K. D. Lytle,
Division Engineer.

By: W.O. Widdows
W. O. Widdows.

WOW:E
Enclosure.

FORM 9-A4 3053 5M 5-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

PR173A

OREGON STATE HIGHWAY COMMISSION

SALEM

June 20, 1932

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. B. Lytle,
Division Engineer,
Bend, Oregon.

NOTED
State Highway Engineer

Dear Sir:

A letter written by Mr. Widdows to V. L. Goodnight concerning the pay of inspectors was not quite clear as it is our understanding that Forbes is working two-six hour shifts, in which case the rate of pay for Street Inspectors and Rock Checkers would be based on this six hour shift.

I have taken the matter up with Mr. Baldock and he advises that when the contractors are working six hour shifts that the inspectors can only be paid for six hours even tho they work slightly more in cleaning up their records or remain until after quitting time in order to supervise the remnants of the job.

In the future all individual salaries must be approved personally by Mr. Baldock. Forms are being prepared for that purpose. In the meantime if any changes are made in the rating of the various men or new men hired, please advise by letter giving their rating so that approval may be obtained.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

HGS/H

H. G. Smith,
Construction Engineer.

CC to

R. H. Baldock ✓
W. H. Stewart

[illegible]

123A

June 13, 1932

Standard Oil Company,
Pacific Building,
Portland, Oregon.

Gentlemen:

We are pleased to give you the following information concerning J. F. Forbes Company's contract - Bituminous Macadam Project #10.

This contract is designated as State Highway Contract No. 1360 and was awarded by the State Highway Commission on May 18, 1932 to J. F. Forbes Company.

The description of the job is: 18.87 miles oiling on The Dalles-California and Ochoco Highways in Deschutes and Wheeler Counties - Oiling Project No. 10.

The amount of the contract is $42,593.20. A surety bond, in like amount, was furnished by the contractor. It was written by U. S. Fidelity & Guaranty Company, for whom C. O. Price is the resident agent, with offices in the Porter Building, Portland.

According to the terms of the contract, the Terrebonne-Redmond Section project must be completed on or before August 31, 1932; the Mitchell-Rock Creek Section on or before June 30, 1932.

We are also in receipt of your inquiry of June 8, concerning J. F. Forbes Company's contract for Oiling Project No. 11. We cannot give you the desired information at this time as the contract has not been returned by the contractor. It will be given to you as soon as it is available.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG.
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
J. S. GORDON
F. C. EASTMAN
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.

June 3, 1932
J. F. Forbes
Surfacing highway in Deschutes and
Wheeler Counties, Oregon - Bituminous
Macadam Project #10

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We understand that the work in which the above contractor is engaged is being done under contract with Oregon State Highway Commission.

As we are delivering petroleum products to be used in this work, we would appreciate your furnishing us with the following information:

Is the above the correct name under which the contract was let? ____________
If sub-contractor, under what general contractor is work being done?

____

Number of contract: ____________________. Description and location of work:

____

____

Amount of contract $______________. Name and address of bondsmen furnishing

materialmen's bond: ________________________________

____

Amount of bond $______________. Time limit to the contractor or estimate

of when job will be completed: ____________________________

At what intervals are estimates to be paid the contractor? ____________

____

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By ____________

PR123A

June 11, 1932

J. F. Forbes Company,
110 East Union St.,
Olympia, Washington

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you for the Oiling Project No. 10 on the Dalles-California and Ochoco Highways in Deschutes and Wheeler Counties.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

Form 37—4174—2500—5-32

RECEIVED
JUN 13 1932
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date June 10, 1932

Job name Mitchell - Rock Creek

Oiling Project # 10

Highway Ochoco

County Wheeler *Job prefix* 9 P K

Week from June 4 *to* June 10

Mail address Mitchell , Oregon

Telegraph or telephone address Same

Express and freight address Same

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor started operations on June 6 and has worked every day, he has had trouble getting oil from Prineville, this will lengthen the time required to do the work here.

Ordered contractor to purchase new bits for motor grader, also to repair roller which was on job with out necessary parts to make it run.

The work done to date is of high quality and workman ship .

Mr.H.Stewart suggested increasing lift shot of oil from.3to 1/3 of a gal.

Mr. K.D.Lytle suggested increasing tack coat of oil from .20 to .25 at points where water bound macadam has raveled.

Water wagon is still watering inadvance of operations.

Mr.E.A.Collier, wished to know date of start in his division, anticipate completion here June 25, moving 7 days, start there July 5.

Weather has been very warm causing oil to rise and bleed in key lift. To date it has not blead in seal course.

RECEIVED
JUN 12 1932
CONST[illegible]

(See back of this sheet for instructions and detailed information)

Signed

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project

Miles completed

Miles completed except finishing

Total cubic yards in project

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be measured

Number men in Engineering Party

Contractor's average force for week .... men,

.... teams, ... steam shovels

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

Oiling Work ~~[illegible]~~

Total miles paving in project 11.5

Miles paving completed Appro. 3 miles.

Total square yards in project 121,440.

Square yards completed to date 31680.

Average daily square yards this week ~~[illegible]~~ 6300.

Miles shoulders completed both sides -

Contractor's average force for week 2 shifts of 26 men,

.... teams, 3 small 4 Large trucks

Job will be completed about June 25

Number of men in Engineering Party 11, including myself.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 9 P K Percentage 100
2. .... Percentage
3. .... Percentage
4. .... Percentage

PR 123 A

May 26, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are submitting herewith five copies of the supplemental special provisions which have been included in the contract for the construction of road mix surface treatment on the Terrebonne-Redmond Section, Federal Aid Project No. 123-A.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:HR

encl.

Oiling Project No. 10

SUPPLEMENTAL SPECIAL PROVISIONS

The following provisions are supplemental to the special provisions given hereinafter, and in all cases of conflict with either the special provisions, the standard specifications or the plans, they shall be understood to take precedence.

Grading of Aggregates:

It is understood and agreed that if the gravel to be furnished as mineral aggregate as specified in the special provisions, does not conform with the following grading requirements, additional materials (gravel, sand, diatomaceous earth or stone dust) shall be added in such quantities as may be necessary to produce an aggregate meeting those requirements.

Passing a screen having circular openings 1 inch in diam. 100 %.
Passing a screen having circular openings 1/4 inch in diam. - - - - - - - - - - - - - - - - -Not more than 85%.
Passing a 10-mesh sieve- - - - - - - - - - -35 to 65 per cent.
Passing a 200 mesh sieve (Using diatomaceous earth - - - - - - - - - - - - - - - - - - - 3 to 10 per cent.

The gravel, sand, diatomaceous earth and/or stone dust to be added as above provided shall be obtained from such suitable sources as the engineer may designate.

Such materials as are added to the original gravel aggregates shall be mixed with that aggregate by blading the aggregates back and forth across the roadway in the manner specified in the standard specification.

Basis of Payment:

The basis of measurement and payment for the furnishing, hauling and placing of the gravel, sand, diatomacrous earth and/or stone dust used in the work, as above specified, and the prices at which payment is to be made therefor shall be the same as for the furnishing, hauling and placing of the gravel aggregate from the state-owned gravel pit referred to in the special provisions.

In case it is necessary to remove overburden from the sources from which the additional materials are obtained, payment for such removal will be made at a price of twenty-five cents ($0.25) per cubic yard, the quantity to be paid for at that price to be determined by measurement of the overburden in its original position prior to excavation.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

123 A

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

May 25, 1932

RECEIVED
1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate covering Oregon Federal Aid Project No. 123-A, Terrebonne-Redmond section of The Dalles-California Highway, were recommended for approval on May 17, 1932, subject to satisfactory grading of gravel for the road mix.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation, provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Highway Engineer

OR 123 A.

May 24, 1932.

Mr. E. D. Lytle,
Highway Division Engineer,
Bend, Oregon.

Dear Sir:

In accord with the request contained in your letter of May 20th, we are enclosing herewith six copies of resolution, which copies are to be executed by the Council of the City of Redmond to cover the portion of the Terrebonne-Redmond Section which is inside the limits of the city. As soon as these copies have been executed, please return four of them to this office.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/MR.

encl.

ORIGINAL

MEMO No. File

To S.H. Probst Date 5-20-32

Please note and take appropriate action:

We have not received Federal aid agreement which City of Redmond was to sign. Will you send them to me

Noted

Sent memorandum

Form

Advise completion of action directed, or correction of condition noted, or give information requested, on reverse of duplicate memo and return promptly to the undersigned.

K D Lytle

This copy with duplicate attached to be sent to addressee

OR:123A

May 23, 1932

o cutback road mix project between Redmond
ect 125-A, which I understand has been turned
e on account of the fact that no gradation
vise that we can conform to the following

rcular openings 1" in diameter	100 per cent
" " ¼" " "	Not more than 85%
	35 to 65 per cent
using diatomaceous earth)	5 to 10 " "

ther fine material, we will be able to secure
run-of-bank gravel in addition to fine desert
h. You will note that the diatomaceous earth
per cent by weight on account of the bulking
pecific gravity of this material.

We will incorporate this change in the contract and will very much appreciate your approval.

Trusting that we may hear from you at your very early convenience, I remain

Very respectfully

State Highway Engineer

RHB:HI

RECEIVED
MAY [illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

DUPLICATE

REPLY Date ....

To ....

Please be advised that:

Action directed or
Correction of condition noted } was

completed on ....
(Date)

Information requested is as follows:

This copy to be retained by addressee of Memo

DUPLICATE

MEMO No. .... File ....

To S.H. Probert Date 5-20-32

Please note and take appropriate action:

We have not
received Federal
aid agreement which
City of Redmond was
to sign. Will you
send them to me

Advise completion of action directed, or correction of condition noted, or give information requested, on reverse of duplicate memo and return promptly to the undersigned.

K D Lytle

This copy to be returned to writer

State Highway Engineer

OR 123A

May 25, 1932

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

With reference to outback road mix project between Redmond and Bend, Federal Aid Project 123-A, which I understand has been turned down by the Regional Office on account of the fact that no gradation of aggregate was given, advise that we can conform to the following requirements:

Passing a screen having circular openings 1" in diameter	100 per cent
Passing a screen having [illegible] ½" [illegible]	Not more than 85%
Passing a 10-mesh sieve	55 to 65 per cent
Passing a 200 mesh sieve (using diatomaceous earth)	5 to 10 " "

While this is rather fine material, we will be able to secure a very good job using the run-of-bank gravel in addition to fine desert sand and diatomaceous earth. You will note that the diatomaceous earth is listed between 5 and 10 per cent by weight on account of the bulking effect caused by the low specific gravity of this material.

We will incorporate this change in the contract and will very much appreciate your approval.

Trusting that we may hear from you at your very early convenience, I remain

Very respectfully

State Highway Engineer

RHB:HI

COPY

Jan. 30, 1929.

SUGGESTED SPECIFICATIONS FOR MINERAL AGGREGATE FOR OIL MIX TREATMENT

Gravel or crushed rock shall be composed of hard, durable fragments of gravel or rock, sand and filler, complying with the following grading:

Passing a screen having circular openings 3/4" in diameter	100 per cent
Passing a screen having " " 1/4" " "	Not more than 65%
" " 10-mesh sieve	30 to 55 per cent
" " 200 mesh sieve	5 to 15 " "

During any single day's run the product shall not vary more than 10 per cent on a 10 mesh sieve, nor more than 5 per cent on a 200 mesh sieve.

Oversize gravel shall not be wasted, but shall be crushed to conform to the above requirements. The crushed material shall be returned to the screens and mixed with uncrushed material, so that the product shall be uniform. Excess fine material, if wasted within the limits of the work, shall be deposited as directed by the Engineer.

(A paragraph covering the standard practice of the State as to showing gravel pits and quarry sites on the plans, the State's responsibility as to quality and quantity, the engineer's authority to change the plant site).

Filler:

The material passing the 200-mesh sieve shall consist of stone dust, iron oxide, disintegrated granite, or other inorganic material excepting clay, adobe, andother material having a high moisture equivalent or shrinkage factor. If sufficient fine material is not produced in the pit or quarry, it shall be obtained and added by the contractor as part of the operation of furnishing surfacing material.

FORM 2-G-1 2740 200 4-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

PR #
123A

May 10, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention C. H. Probert

Dear Sir:

In response to your telephone message, I am sending herewith a profile of the Terrebonne-Redmond Section, Unit #2, also a tabulation showing the cinders required for the surfacing of that job.

In regard to the material below the quarter, I take it that you referred to the ¼-0 that is specified for the seal coat. This material can ~~scarcely~~ easily be gotten out of the Redmond pit and I can see no reason why we could not use the same material for the seal as is used in the mix as our screen analysis shows less than 10% of this material is larger than ¼" which excess would not be detrimental. (See Laboratory test No. 44613.)

When Mr. Baldock was through here last week he looked at both the O'Neil pit and the Redmond pit and decided to use the one at Redmond.

There are some large rocks in the Redmond pit and it was our idea that the material would be loaded over a grizzly and this material over 1" would be taken out.

Yours very truly

K. D. Lytle
Division Engineer

/kdl/c

CONTRACT# 1362,

PR 150-A Lincoln Co., Oil Project # 8 1932

#1362

RECEIVED DEC 15 1936

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. 150 - a

POST OFFICE BUILDING
PORTLAND, OREGON

December 7, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

NOTED

Dear Sir:

For your information we are enclosing copy of a maintenance inspection report on Oregon F.A.P. 150-A, Corvallis-Newport Highway, Pioneer Mt.-Eddyville.

The maintenance of this project is considered very satisfactory and the general appearance excellent.

On a similar inspection in March of this year the effective use of slide material in widening shoulders with a high degree of uniformity as to line and grade was very marked.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

F. A. P. No. 150-A
S. P. No.

U. S. BUREAU OF PUBLIC ROADS
Highway Maintenance Inspection

State Oregon County Lincoln U. S. Highway No. -- State Highway No. 33

Type, Federal Aid 501	Length 9.478	Width surface 20'	Year built 1932
Present Surface } Type 501	Length 9.478	Width surface	Year built
	Length	Width surface	Year built
	Length	Width surface	Year built

Bridges over 20-foot span included in this rating

Elements	Weights	Description of Condition	Ratings Based on Quality of Maintenance
Surface	40	Bituminous macadam in excellent condition.	Rating 40
Drainage	25	Ditches well maintained clean and open.	Rating 24
Shoulders	10	Excellent. Although turf, are firm, close cut, uniform and well maintained.	Rating 10
Major structures, including bridges between 20-foot and 150-foot span.	10	Bridgesgood.	Rating 10
Minor structures, including bridges not over 20-foot span.	5		Rating 5
Roadside cleaning	5	Very clean, free from all debris, branches, limbs, etc.	Rating 5
Traffic service	5	Center stripe on portions only. Signs good.	Rating 4

Traffic census 680

Rating of section 98

Classification of project based on quality of maintenance, i. e., the effective effort of the State to fulfill its maintenance obligation as measured by the most modern maintenance practice.

Satisfactory S

Unsatisfactory

If the quality of maintenance is considered satisfactory but the condition unsatisfactory, is the unsatisfactory condition due to increase in traffic to a point where the present design is obsolete; thereby rendering it impracticable to provide satisfactory service without resorting to excessive expenditure unusual in the ordinary maintenance of this surface type, and making reconstruction to a higher type advisable?

Maintenance force encountered None.

Date of inspection 11/24/36

Inspected by J. F. Cameron, Assoc. Hwy. Engr.

U. S. GOVERNMENT PRINTING OFFICE 10—[illegible]

1362

133a

March 11, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of March 9th, we are enclosing herewith five copies of an excerpt from the minutes of the meeting of the Highway Commission on August 22nd, 1932, at which time an extension of time was granted to J. C. Compton on Contract No. 1362.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

D. H. Probert
Office Engineer

Dict. by J. W. Nash/RR

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

March 9, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our Washington Office has acknowledged receipt of the final voucher on Oregon F.A. 133-A-II in the amount of $1,182.27.

In the examination of the documents attached to the final voucher, it is observed that there were no liquidated damages collected or extensions granted. However, the contract for this project requires that the work must be completed by August 15, 1932, and from the final report dated September 22, 1932, we find that the project was accepted by the State on September 15, 1932. The contract time appears to have overrun one month.

The specifications under which the contract operates makes the following requirements:

> * * * "All engineering expenses and all expenses for inspection of said work (not to exceed $25.00 per day) after the time limit has expired, shall be paid for by the contractor." * * *

However, it may be that no engineering was required during the overlapse in time, but this office would be pleased to be advised of the conditions.

The voucher has been passed for payment.

RECEIVED
MAR 10 1933
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Sr. Highway Engineer

#1362
Lincoln Co.
150A

PETROLEUM PRODUCTS

SHELL OIL COMPANY
PACIFIC NORTHWEST DIVISION
SHELL BUILDING
1219 WESTLAKE AVE. NORTH
SEATTLE

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE

Jan. 30, 1933.

RECEIVED
JAN 31 1933
OREGON
STATE HIGHWAY COMMISSION

State of Oregon,
Department of Highways,
Salem, Oregon.

Gentlemen:

Re: State Road Job #2 PC
Contract 1362 - Bituminous
Project #8 - Corvallis-
Newport Highway
Our file: RIZLEY & DENNIS

We wish to advise that we supplied Rizley & Dennis who were sub-contractors under J. C. Compton on the above described job and that they are owing us at the present time a balance of $768.23, representing petroleum products used in the construction of the above job.

We are advised that this job has now been completed and accepted and we are attaching a stencil form with the request that you complete it and return it to us at your earliest convenience. We are particularly anxious to have the last six questions answered in detail.

RJ:AH

Enc.

Yours very truly,
SHELL OIL COMPANY

A. C. GUSKE
Division Credit Manager

#136

15-a

November 28, 1932

Hartford Accident & Indemnity Company,
Jewett, Burton & Loewy, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1362 for the construction of Bituminous Macadam Project No. 8 on the Corvallis-Newport, Oregon Coast and Alsea Highways in Lincoln County, has been completed by the contractor, J. C. Compton, and that final settlement will be made by the State with said contractor for work done under said contract on or after December 8th, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished in connection with the contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $81,747.51 including the final payment. Of this amount $232.00 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

File 150-a

October 7, 1932.

Mr. R. H. Baldock

Reference is made to the attached advertisement from the Allied Truck Owners, Inc.,

As stated to you a few days ago, I think the Highway Commission should issue a formal statement in contravention of the misstatements on the part of the Allied Truck Owners which are marked in red as such information has a tendency to unduly alarm the travelling public. The facts are these:

The old bridge across Mary's River was not in a dangerous condition. Not only the main members, but all the details were entirely adequate to carry a 15 ton truck with practically no overstress whatsoever (2% overstress in one member only, Member U2-L3). The working stresses which we use are only one-fourth of the ultimate strength of the material, and it is customary practice among railroads and other highway departments to carry old structures in service until such time as the stresses amount to one-third of the ultimate. In other words, to carry them until the overstress amounts to 33%. Based on this practice, Mary's River Bridge would safely have transported a 25 ton truck although it is questionable whether we would have issued a permit for a truck as heavy as this over this structure.

Every bridge on the highway system is inspected at least once a year. In addition to these annual inspections, frequent inspections are made, particularly of old structures, and reported on a "Supplementary Bridge Inspection" form. In addition to this, the local patrolmen have orders to inspect all old structures as they go over their patrols, and report any condition needing attention. We have one or two crews in the field at all times doing nothing but boring and inspecting timber structures. These crews also inspect all steel structures for loose rivets when conditions warrant. All in all, therefore, our system of inspection is such as to render it impossible for any structure to get in very bad shape without our knowing it.

Mary's River Bridge was safe. There was practically no overstress; the details were in first class condition; there was no appreciable corrosion or rusting of the metal, and the steel was of first class medium structural grade.

The accident at Mary's River was caused by a truck crashing through the handrail while travelling at an excessive rate of speed with three people in the driver's seat. It is practically impossible to design any structure which would have withstood an impact of this kind. Railroads do not expect bridges to stand up under derailed trains. Neither can we design structures which will withstand the impact of heavy vehicles leaving the travelled way and crashing through the handrails and into the steel members proper.

All of the above facts are susceptible of proof in a court of law. We have the report of a consulting engineer retained especially for this purpose which corroborates my report, and also the names of several witnesses who will testify regarding the above facts.

C. B. McCullough
Bridge Engineer

CBM:AP

Journal
Friday Sept 30-32

WEST ADVERTISED THAT MARY'S RIVER BRIDGE WAS KNOCKED DOWN BY A "HEAVY TRUCK." It was a Ford truck and weight was no way a factor, and it is very doubtful whether the truck had anything to do with its collapse. Picture at the right shows the Ford truck.

Suppose this bridge had fallen with a loaded school bus? It was fortunate that this bridge fell as it did, without a holocaust such as attended the Cowlitz river bridge accident a few years ago.

Mary's river bridge WAS KNOWN FOR MONTHS TO BE IN A HIGHLY DANGEROUS CONDITION. Competent engineers who examined it after the fall are amazed that it should have been in use for even the lightest of traffic.

A gas tanker ran off the highway and upset, injuring no one. It was righted and ordered shipped to Portland by rail. The Railroad official magazine, distributed by the carload, shows the tanker supposedly wrecked on the main line of the railroad.

Misstatements—
Half Truths—Fake Photos

Railroad Propaganda Reverting to Type!

The Public of Oregon Pays for This "Racket" if It Works!

Mr. Motorist—

OSSIE WEST AND HIS HIDDEN RAILROAD BACKERS EXPECT TO "CASH IN" BY CREATING PREJUDICE AGAINST TRUCKS

HE HOPES TO MAKE MONEY BY ENLISTING YOUR SUPPORT AND PASSING A 6000-WORD LAW THAT DESTROYS INDEPENDENT TRUCKING REGARDLESS OF THE SIZE OF TRUCK USED.

The intent of his law is cleverly concealed in its 6000 words, as few voters will read it. The identity of the sponsors is concealed behind Os West and his self-organized highway protection association.

West says the purpose of the bill is to protect the highways and decrease the taxes paid by the small car owner.

We say the purpose of the bill is to eliminate a competitor of the Railroads so that freight rates can be returned to pre-truck levels and that the effect will be to curtail highway construction and raise license fees.

Read What the "News-Telegram" Says:

Ossie West's Clever Bill

One of the cleverest and yet one of the most dangerous initiative measures ever put before the voters of Oregon is that sponsored by Ossie West. It pretends to be a bill to limit the weight of freight trucks operating on the state highways and to make them pay more taxes. Actually, the bill will not reduce the weight of the big trucks, but increase it. Under the present law the weight is distributed between a truck and trailer; under West's bill there will be no trailer, but the truck will be much larger and heavier and carry more freight. Hence, instead of the weight being distributed over eight tires as at present it will be put on four tires, and the wear and tear on the roads will be doubled.

But the cleverest thing about the West bill is that it will drive every one of the little independent truck men out of the business. It will open the door for railway monopoly—and that is what Ossie is after. That is why he has little difficulty in getting the cash to propagandize.

If the West bill passes, the railroad companies will put on huge juggernauts to plow up the highways. And, owning both rail and truck transportation systems, the rates can be jacked up, and up, and up, and the public will pay. Certainly western people have had enough experience with railroad bossism and railroad monopoly. If there are abuses in the hauling of freight by truck, and if reforms are needed, as they probably are, the proper changes can easily be made without turning absolute monopoly over to the railroad czars.

PUT THIS IN YOUR HAT FOR ELECTION DAY: DEFEAT THE WEST BILL.

The News-Telegram
Sept. 8, 1932

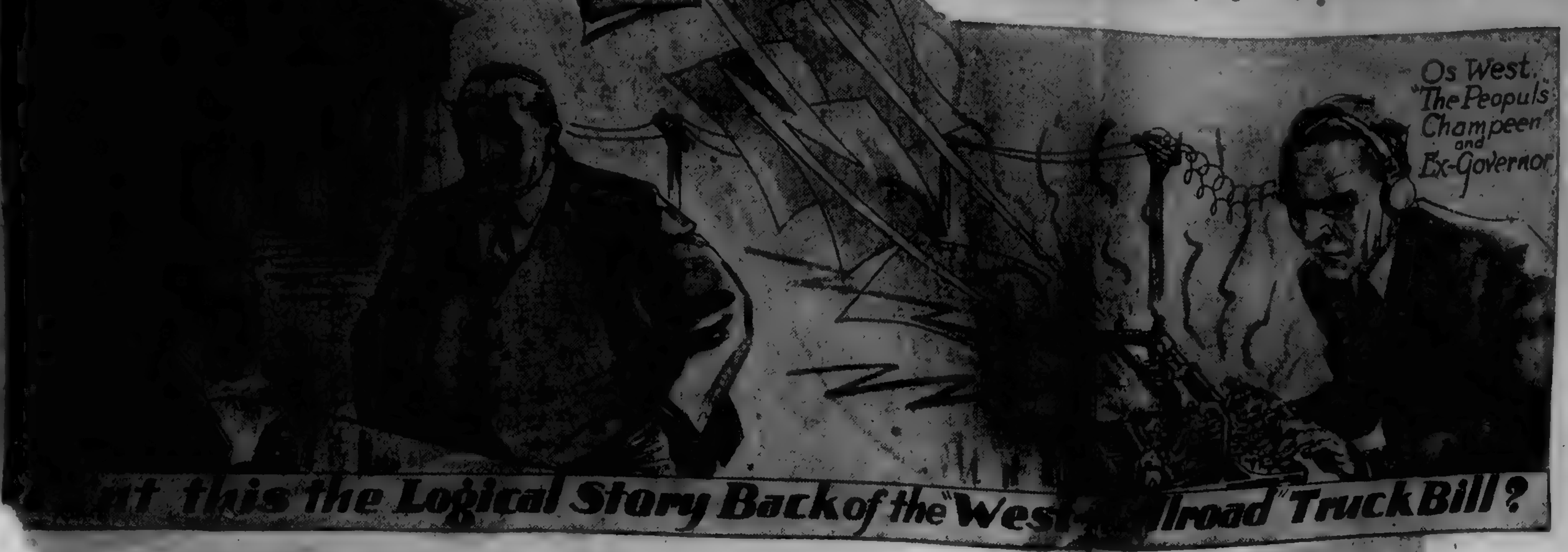
This Bill Costs Oregon 12 to 15 Million Annually in Freight Rate Increases!

There Is No Other Issue Involved in the Railroad Bill!

Vote 315 (X) NO

Against the Freight Truck and Bus Bill

Paid advertisement by
ALLIED TRUCK OWNERS, INC.
64 West Park Street, Portland, Oregon. *Ralph J. Staehli, Secretary*


Os West
"The Peopuls Champeen" and Ex-Governor
...t this the Logical Story Back of the "West-Railroad" Truck Bill?

FA150A

UNITED STATES DEPARTMENT OF AGRICULTURE
No. 8
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

October 5, 1932

RECEIVED
OCT [illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Federal Aid Project No. 150-A, Pioneer Mt.-Eddyville section of Corvallis-Newport Highway, was made by a representative of this office on September 21, 1932. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L.J.Caufield
L.J.Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREG.

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No. ~~Ore.~~ F.A.P. 133-A

RECEIVED
SEP 30 1932
OREGON
STATE HIGHWAY COMMISSION

September 30, 1932.

Mr. R. H. Baldock,
State Highway Engineer
Salem, Ore.

Dear Sir:

Final inspection of Ore. F.A.P. 133-A Newport-Waldport Sec. Oregon Coast Highway, was made by a representative of this office on September 22, 1932. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Form 30—3165—5M—2-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Sept 10th 1932 , 193

Job name Bit Macadam Proj No 8

Week from Sept 3rd *to* Sept 10th

Mail address Corvallis

150A

Highway Corvallis-Newport, Oregon Coast

Telegraph or telephone address 288W Corvallis

County Lincoln *Job prefix* 21PO

Express and freight address Corvallis

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

All work on Units 1 - 2 and 3 completed Sept 7th

RECEIVED
SEP 12 1932
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

RECEIVED
SEP 12 1932

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

Signed J W Scott

Title Resident Engineer

FORM [illegible]

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

FORM 5-A-1 4790 5000 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

150 A

OREGON STATE HIGHWAY COMMISSION

SALEM
September 3, 1932

Mr. Wm. E. Chandler,
Division Engineer,
Office.

IN REPLY PLEASE
REFER TO FILE NO.

Dear Sir:

Owing to the difficulty of sealing with light cut-back asphalt on main Highways Mr. Baldock has recommended that 95% asphalt be used on the work being done by J. C. Compton Company in the vicinity of Corvallis.

Will you kindly advise the contractors to order 95% asphalt instead of cut-back for the second seal.

Yours very truly,

R.H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H G Smith
H. G. Smith,
Construction Engineer.

HGS/H

CC to R. H. Baldock ✓
J. H. Scott

NOTED
State Highway Engineer

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore.F.A.P. 150-A

Sept. 2, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
SEP 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By
L. J. Caufield
Highway Engineer

Encl.

Agr. 8044

RECEIVED
1932

Oregon Federal Aid Project No. 150, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 19, 1930, by the State Highway Commission of Oregon, and on November 10, 1930, by the Acting Secretary of Agriculture, as amended by "Modifications of Project Agreement," signed on July 30, 1931, and September 30, 1931, respectively, by said State Highway Commission, and on August 14, 1931, and October 19, 1931, respectively, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 150, Section A; and

WHEREAS, the said State Highway Commission of Oregon has requested approval of a revision of the plans, specifications and estimate approved for said Section A to provide for the construction of bituminous macadam surfacing over the entire length of said Section A; and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $194,403.00 to $237,277.15, and that the Federal funds approved and set aside to the credit of said Section A be increased from $119,900.74 to $147,048.87;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon, and the Secretary of Agriculture, that the plans, specifications and estimate approved for said Section A be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of one hundred forty-seven thousand, forty-eight and 87/100 dollars ($147,048.87) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall actually be put into the construction of said project shall not in any event exceed the sum of one hundred forty-seven thousand, forty-eight and 87/100 dollars ($147,048.87), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two hundred thirty-seven thousand, two hundred seventy-seven and 15/100 dollars ($237,277.15), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 12th day of August, 1932, and the Secretary of

Agriculture on the 24th day of August 1932.

OREGON STATE HIGHWAY COMMISSION

By Leslie Scott
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By C. E. Washburn
Member, State Highway Commission.

C. F. Marvin
Acting Secretary of Agriculture.

Oregon Federal Aid Project No. 150, Section A.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 150-A, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 232,277.15 in lieu of the $119,900.74 approved by Certificate of Oct. 19, 1931, as the total estimated cost of said project, and the sum of $ 147,048.87 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 24th day of August one thousand nine hundred and Thirty-two

C. F. Marvin
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—4829

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore.F.A.P. No. 133-A

Sept. 2, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Ore.

RECEIVED
SEP 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By Canfield
E. J. Canfield
Highway Engineer

Encl.

A4pr 12681

Form P. R. 2
State Oregon
Project No. 133, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of August, 1932 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of April, 1932, a revised project statement, which was approved by the Secretary on the 13th day of May, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 17th day of May 1932, and approved by the Secretary on the 25th day of August, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-nine thousand, five hundred ninety-two and 23/100 dollars ($29,592.23) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count .... of ....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ....
(State how placed under direct control of Highway Department)

*(c) ....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 654+50 in Block J of the townsite of South Beach in Sec. 17, T.11 S., R.11 W., W.M., and survey station 1365+50 in Sec. 18, T.13 S., R.11 W., W.M. (excepting therefrom the Beaver Creek Bridge between stations 1018+47 and 1020+01.5, and the Thiel Creek Bridge between stations 854+03 and 854+98).

.... terminal points, a distance of 12.791 miles, known locally as the Newport-Waldport Section of the Oregon Coast Highway between Coos Bay and Hebo, Lincoln County, being Oregon Federal Aid Project No. 133, Section A.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920
(Include amount, date, and citation of

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of twenty-nine thousand, five hundred ninety-two and 23/100 dollars ($29,592.23), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-seven thousand, five hundred fifty-three and 00/100 dollars ($47,553.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V, Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary ~~of the~~ Treasury a warrant for the payment of said certified sum, or so much thereof as ~~may be~~ due under the terms hereof, to

STRICKEN OUT

(Official or depository)

hereby designated by ~~the Highway~~ Department for that purpose and authorized under the laws of said State ~~to receive~~ public funds of the State of

(Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6518

6

PAYMENTS

ARTICLE V, Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to --

STRICKEN OUT

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the -- upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: --

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the -- upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: --

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: --

(Strike out if not appropriate)

STRICKEN OUT

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 25th day of August, 1932

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By --
Chairman, State Highway Commission
(Title of officer)

By --
Member, State Highway Commission
(Title of officer)

[SEAL]

By Carl Washburn
Member, State Highway Commission
(Title of officer)

By --
(Title of officer)

By --
(Title of officer)

[SEAL]

5518 C. F. Marvin
Acting *Secretary of Agriculture.*

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 133, Section A, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 47,553.00 as the total estimated cost of said project, and the sum of $ 29,592.23 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 25th day of August one thousand nine hundred and Thirty-two

C. W. Marvin
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—4829

FORM 3-A-1 4796 5000 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

15 nA

August 9, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

Mr. J. C. Compton,
McMinnville, Ore.

Dear Sir:

Herewith please find price agreement for the placing of 600 lineal feet of Road Tile on Bituminous Macadam Project #8.

Will you kindly sign this price agreement and return.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

July 20, 1932.

Shell Oil Company,
Corvallis, Oregon.

Gentlemen:

Attention: W. J. Williams

Receipt is acknowledged of your inquiry of July 19th, concerning the J. C. Compton contract near Corvallis. Please be advised that this is our Contract 1368, which is known as Bituminous Macadam Project No. 8, covering work on the Corvallis-Newport, Oregon Coast and Alsea Highways in Lincoln County. The bond furnished in connection with this contract was written by the Hartford Accident and Indemnity Company for whom Jewett, Barton & Leavy, who have offices in the Lewis Building, Portland, are resident agents. The amount of the bond is $82,576.50. The completion date of this contract is August 15th, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

JMcF:ER

PETROLEUM PRODUCTS

SHELL OIL COMPANY

Corvallis, Oregon.

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE

July 19, 1932

State Highway Department
Attention Mr. H. B. Glaysier
Salem, Oregon.

Gentlemen:-

We are furnishing petroleum products to Risley & Dennis sub-contractors under J. C. Compton on State Road Job 2 P. C. out of Corvallis.

Any information you may be able to give us on the following questions will be greatly appreciated.

1. Principal contractor or sub-contaactor.

2. Description of Work.

3. Name of Bonding Company furnishing surety and name of agent.

4. Amount of job in dollars and amount of bond in dollars.

5. Length of contract and approximate time required to complete job; also date set for completion.

Thanking you in advance for your consideration, we remain,

Yours very truly,

SHELL OIL COMPANY

W. J. Williams

WJW

RECEIVED
JUL [illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

July 5, 1932

Union Oil Company of California,
Yeon Building,
Portland, Oregon.

Gentlemen:

This is in reply to your inquiry of July 1, concerning State Highway Contract No. 1351.

On April 28, 1932, the State Highway Commission awarded this contract to Wren & Greenough for the bituminous macadam and oiling of the Beyer-Valley Junction and Dolph-Sheridan Sections of the Salmon River and McMinnville-Tillamook Highways in Polk and Yamhill Counties.

The amount of the job is $156,765.00. A surety bond, in like amount, was furnished by the contractors to the State for the protection of any and all claims that may be incurred against the project. It was written by U. S. Fidelity & Guaranty Company for which C. O. Price is Manager, with offices in the Porter Building, Portland.

All of the work described in the contract must be completed on or before September 30, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

401 P 3-32 20M

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

6TH FLOOR YEON BUILDING
Portland, Oregon

July 1, 1932

RECEIVED
JUL 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: WREN & GREENOUGH
Portland, Oregon

It is our understanding that Wren & Greenough have been awarded a contract for resurfacing and oiling the Salmon River cut-off.

We anticipate furnishing the subject with petroleum products on this project and would appreciate your advising us the description of this job, the amount of the contract, the bonding company and its agent and address and the approximate date of completion.

We enclose herewith a stamped, self-addressed envelope for your convenience.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

C. S. Myer

District Manager

LH:B

FORM S-A-1 4180 6M 8-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

RECEIVED
JUL 6 - 1932
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
1932
OF
ER

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

150A

ENGINEERS WEEKLY FIELD REPORT
WIDENING AND BITUMINOUS SURFACING IN BENTON.LINN AND POLK
PLANING PAVEMENT IN BENTON COUNTY

Mr R. H .Baldock,
State Highway Engineer,
Salem,Oregon,
Dear Sir:

Report on above projects for week ending July 2nd.,

Reported at Salem office on morning of June 27th and spent the days going plans ,specifications etc and receiving instructions from W.E.Chandler, Division Engineer,and D.A.Eason,Asst.Division Engineer.Late P M Res,Engr, Gall's party arrived from StHelens and the following men aigned to this project.Russell Forrest,transit rodman,and Virgil Wolfe and Hugo Libby, chainmen.

On June 28th,Left Salem with Mr Eason and went over Units 1, 2, and 4 and got lined up on various features of the projects.P M took party out and started establishing center line and stationing.

On June 29th,ran centerline from the North end of Unit No.1 near the Polk County line to Station 60 from Station 16+80.Referenced out points.

June 30th ,started cross section work at North end of Unit No.1. P M ,J.C.Compton who has the contract for planing as well as bituminous macadam work ,came along two prospective subcontractors for the grade widening and looked the work over quite carefully.the planing outfit is enroute and that work will be started July 5th.Mr Compton states that the McKenzie oiling work will not be ready as soon as expected and that he will drop the outfit in and oil Units 3 and 4 before doing that work.He has arranged to get crushed gravel and crushed rock for Unit No.4 from Independence ,deliveries to start Friday or Saturday.Delivery should start about the same time frpm Eugene for Unit No.3.

July 1st. Cross sectioned Unit No,1 fro Sta.16+80 to Sta 45 .Nearly all of the work between these stations can be done with a tractor and blade. Cross section work is going to be quite tedious and probably the average will be around three thousand feet per day.As the work will all have to be remeasured,the line has to be referenced and much more care taken in all the work.Crew is breaking in well and good progress should be made from this time on.On account of mowing operations which will continue for some time ,considerable extra time must be taken to preserve stakes.

July 2nd,established stationing and ran in one mile od stakes on Unit No.4 from Clow Corner.

Stayed with crew all the time this week but they will be ready to go along now as a matter of routine.Expect to speed up work by establishing points and offsets ahead.As all time was spent with the crew,did not get a chance to check up on men indirectly employed but would estimate ten in getting out rock from two places,

Will have regular report forms next week.

Yours truly

Resident Engr.

Corvallis ,Oregon,

July,2nd,1932

June 27, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Newport-Waldport Section, Project No. 133-A.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department   Project No. 133-A

NEWPORT-WALDPORT SECTION OF THE
OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement based on low bid prices.)

Salem, Oregon - June 23, 1932.

12.8 Miles	Preparation of Base	$75.00	$960.00
14,800 Cu.Yds.	Placing Mineral Aggregate	1.05	15,540.00
25,000 Yd.Mi.	Hauling " "	.15	3,750.00
1,000 Tons	Asphalt in Place	21.00	21,000.00
110 "	Emulsified (or Cut-back) Asphalt in Seal Coat	18.00	1,980.00
			$ 43,230.00
	10% Engineering & Contingencies		4,323.00
		Total	$ 47,553.00

Length of Project		12.839 Miles
Beaver Creek Bridge	154.5 Ft.	
Thiel Cr. Trestle	95.0 Ft.	
Length of Bridge	249.5 Ft.	.048 Miles
Net length of roadway		12.791 Miles
Cost per Mile	$ 3,717.69	

Federal Aid requested	$29,592.23
State Funds Available	17,960.77
	$47,553.00

State funds for Constr. - Chap. 175, Laws 1917; Chap 51, Laws 1920
" " " Maint. Chap. 41, Laws 1927

Oregon State Highway Department Project No. 133-A

NEWPORT-WALDPORT SECTION OF

OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, May 15, 1932.

12.8 miles	Preparation of Base	$100.00	$ 1,280.00
14,800 cu. yds.	Placing Mineral Aggregate	1.10	16,280.00
25,000 yd. mi.	Hauling Mineral Aggregate	.15	3,750.00
1,000 tons	Asphalt in Place	24.00	24,000.00
110 tons	Emulsified Asphalt or Cut-back Asphalt in Seal Coat	24.00	2,640.00
			$47,950.00
		10% Engr. & Cont.	4,795.00
			$52,745.00

Length of Project		12.839 miles
Beaver Creek Bridge	154.5 ft.	
Thiel Creek Trestle	95.0 ft.	
Length of Bridges	249.5 ft.	.048 miles
Net length of Roadway		12.791 miles

Cost per mile $4,123.60

Federal Aid Requested	$32,823.21
State Funds Available	19,921.79
	$52,745.00

2

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

May 25, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 133-A, the Newport-Waldport section of the Oregon Coast Highway, were recommended for approval May 17, 1932.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation, provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By A H Benedict
A. H. Benedict
Asst. Highway Engineer

June 27, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Pioneer Mountain-Eddyville Section, Project No. 130-A.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department

Project No. 130-A

PIONEER MOUNTAIN-EDDYVILLE SECTION
OF THE CORVALLIS-NEWPORT HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for Modified agreement)

Salem, Oregon June 23, 1932

Grading

All Required		Clearing and Grubbing		Low	bid	$ 10,707.00
87,000	cu.yds.	Excavation, Single Classification	$ 0.41	"	"	35,670.00
110,000	yd.sta.	Overhaul	0.02	"	"	2,200.00
8,400	yd.mi	Truck Haul	0.20	"	"	1,680.00
2,000	cu.yds.	Salvaging Surfacing Materials	0.75	"	"	1,500.00
1,500	yd.mi.	Hauling Salvaged Surfacing	0.30	"	"	450.00
1,600	lin.ft.	Cable Guard Fence	1.00	"	"	1,600.00
5	only	Extra Posts in Place	2.00	"	"	10.00
480	lin. ft.	12" Concrete Pipe	2.00	"	"	960.00
70	lin. ft.	18" " "	3.00	"	"	210.00
40	" "	24" " "	4.00	"	"	160.00
450	" "	12" Corr. Galv. Iron Pipe	1.50	"	"	675.00
20	" "	18" " " " "	2.50	"	"	50.00
15	" "	36" " " " "	7.00	"	"	105.00
						$55,977.00

Surfacing:

9,730	cu.yds.	Sub-base Materials	2.90	"	"	$28,217.00
9,730	cu.yds.	Base Materials	2.90	"	"	28,217.00
2,920	" "	Top Materials	3.00	"	"	8,760.00
3,210	" "	Key Materials	3.25	"	"	10,432.50
3,700	" "	Screenings	3.25	"	"	12,025.00
3,400	" "	Earth Filler	.40	"	"	1,360.00
7,790	yd.mi	Filler Haul	.20	"	"	1,558.00
1,950	cu.yds.	Salvaged Surfacing Materials	.80	"	"	1,560.00
1,460	yd.mi	Hauling Salvaged Surfacing Matls.	.30	"	"	438.00
975	M-Gals.	Sprinkling	2.50	"	"	2,437.50
3,000	cu.yds.	Removal of Common Overburden	.40	"	"	1,200.00
12,000	" "	Removal of Solid Rock Overburden	.90	"	"	10,800.00
4,700	cu.yds.	1½" - 1" Mtls. in Stockpile	2.00	"	"	9,400.00
2,500	" "	1" - ½" Mtls. in Stockpile	2.00	"	"	5,000.00
2,400	" "	½" - ¼" Mtls. in Stockpile	2.40	"	"	5,760.00
19,000	yd.mi.	Hauling Broken Stone (Pile Meas.)	.18	"	"	3,420.00
100,000	sq.yds.	Oiling (State Forces)	.08 Est.		"	8,000.00
						$ 138,585.00

R. H. BALDOCK
State Highway Engineer
SALEM

Oregon State Highway Department

PROJECT NO. 150-A

Bituminous Macadam Wearing Surface:

9.5 miles	Preparation of Base	$ 45.00	low bid	$ 427.50
8,000 cu.yd	Placing Mineral Aggregate	1.05	" "	8,400.00
8,000 yd.mi.	Hauling " "	.15	" "	1,200.00
480 Tons	No. 3 Oil in Place	20.15	" "	9,672.00
85 "	Emulsified (or Cutback) Asphalt in Seal Coat	17.00	" "	1,445.00
				$ 21,144.50
				$ 215,706.50
	10% Engr. & Cont.			21,570.65
	Total			$ 237,277.15

Gross length of Project	9.930 miles
Length of seven bridges (non-partic.)	.079 "
Roadway (Sta.1821-1840+70) Exception	.373 "
Net Length of Project	9.478 "
Cost per mile	$25,034.51

S U M M A R Y

Item	Total Cost	Federal Aid Funds	Emergency Advance Funds	State Funds
Post Road Portion	$232,300.11	$144,560.35	——	$ 87,739.76
Emergency Aid Portion	4,377.04	2,488.52	$2488.52	——
	$237,277.15	$147,048.87	$2488.52	$87,739.76

State Funds for Constr: Chap. 173, laws 1917; Chap 51 laws 1920

" " " Maint. " 41, laws 1927

FORM 5-A-1 [illegible] 5M 3-30

COMMISSIONERS

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

June 20, 1932.

IN REPLY PLEASE
REFER TO FILE NO.
RR 150 A

Mr. Wm. E. Chandler,
Division Engineer,
Office.

Dear Sir:

I understand that right-of-way markers have not been established on the Eddyville-Pioneer Mountain Section and would suggest that these be set by the Engineers on the Oiling contract.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

NOTED
State Highway Engineer

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

Form 30—3165—5M—2-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date June 18, 1932

Job name Bituminous Macadam Project #8

Week from June 11 to June 18

Mail address Box 255 Newport Ore.

Highway Corvallis-Newport & Oregon Coast

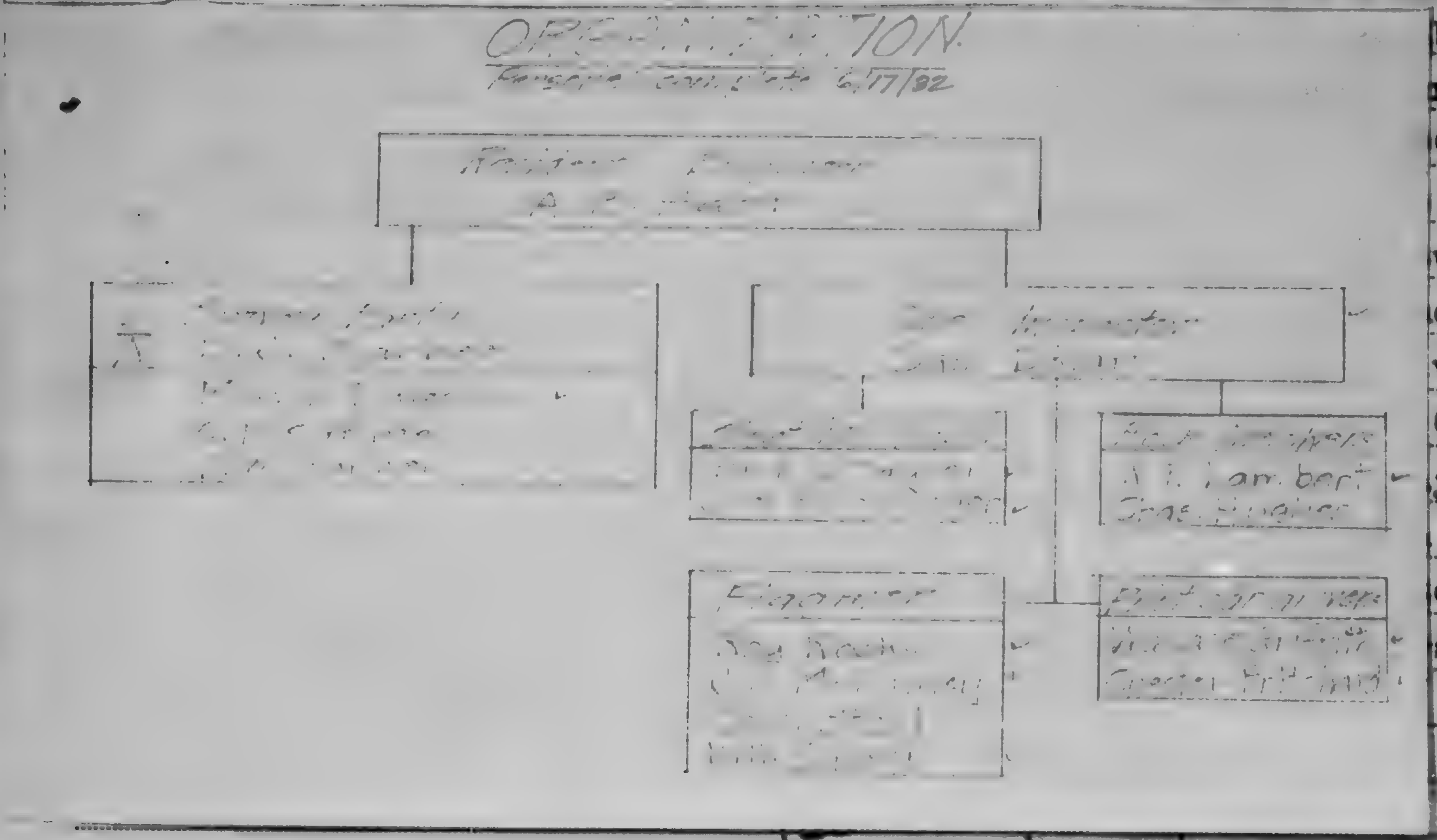
Telegraph or telephone address City Hall Newport

County Lincoln Job prefix 21-PO

Express and freight address Newport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Monday ~~June~~ 13th, J.C.Compton Co. started laying B-2 specificat-
bout 9 am
ntil
dnesday.
for the
wo shifts
esday
ved in
Chitwood
y due to
over
ore out
s expect



CONSTRUCTION

RECEIVED
JUN 1 1932

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday	Cloudy	Same
Monday	"	Clear
Tuesday	"	Cloudy
Wednesday	Light showers	"
Thursday	Cloudy	Clear
Friday	Clear & Hot	Clear & Hot
Saturday	Showers	Showers

Signed D. B. Harr

Title Resident Engineer

Form 30—3165—5M—2-32.

ORE STATE HIGHWAY DEPARTM

FIELD ENGINEER'S WEEKLY REPORT

Date June 18, 1932

Job name Bituminous Macadam Project #8

Week from June 11 to June 18

Mail address Box 255 Newport Ore.

Highway Corvallis-Newport & Oregon Coast

Telegraph or telephone address City Hall Newport

County Lincoln Job prefix 21-PO

Express and freight address Newport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Monday June 13th, J.C.Compton Co. started laying B-2 specifications from Eddyville west on Unit #1. Distributor broke down about 9 am job shut down until tuesday. W.H.Stewart on job from Monday until Thursday. F.D.Eason over job Tuesday. J.C.Compton over job Wednesday. Contractor started two shifts Wednesday morning, average time for the two shifts fifteen hours. Average lineal feet completed for two shifts 3500. Survey crew started setting line stakes on Unit #2 Wednesday morning. R.E.Batie with a patching crew out of Corvallis arrived in Chitwood late Thursday afternoon. Started patching west from Chitwood Friday morning. Oiling shut down for the day at 11 am saturday due to rain. 3500 feet of tack coat and first lift of rock left open over Sunday, contractor maintaining as necessary. Pilot car C-96 tore out rear end about noon saturday. Sent it in to Toledo for repairs expect to have it running by Monday.

RECEIVED
JUN 21 1932
CONST[illegible]

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday	Cloudy	Same
Monday	"	Clear
Tuesday	"	Cloudy
Wednesday	Light showers	"
Thursday	Cloudy	Clear
Friday	Clear & Hot	Clear & Hot
Saturday	Showers	Showers

Signed

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* Unit #1 *Percentage* 100
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR150A.

June 11, 1932

Mr. J. C. Compton,
U. S. National Bank Building
McMinnville, Oregon

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for Bituminous Macadam Project No. 8 on the Corvallis-Newport, Oregon Coast and Alsea Highways in Lincoln County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

May 25, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for modifying Oregon Federal Aid Project No. 150-A, Pioneer Mt.-Eddyville section of Corvallis-Newport highway, were recommended for approval on May 17, 1932.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation, provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By AHBenedict
A. H. Benedict
Asst. Highway Engineer

150-A

May 12, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed five copies of estimate accompanying specifications, and five bid proposals for the following projects:

Project No. 37 - Dillon Unit, Seufert-Deschutes Section
Project No. 150-A - Pioneer Mtn.-Eddyville Section
Project No. 134-B - Barnhouse Ranch-Picture Gorge Sect.
Project No. 109-B - Bandon-South Section

Five blueprint copies of Sheet No. 2 of the plans for Project No. 109-B and 150-A are being sent under separate cover. The plans for Projects Nos. 37 and 134-B, previously sent to you, are correct.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/BL.

encl.

Oregon State Highway Department Project No. 150 A

PIONEER MOUNTAIN-EDDYVILLE SECTION
OF THE CORVALLIS-NEWPORT HIGHWAY IN LINCOLN COUNTY

(Estimate with bituminous macadam specifications. Not as basis for modified agreement.)

Salem, Oregon, May 12, 1932.

Grading

All Required	Clearing and Grubbing	low bid	$10,707.00
87,000 cu. yds.	Excavation, Single Classification	$0.41	35,670.00
110,000 yd. sta.	Overhaul	0.02	2,200.00
8,400 yd. mi.	Truck Haul	0.20	1,680.00
2,000 cu. yds.	Salvaging Surfacing Materials	0.75	1,500.00
1,500 yd. mi.	Hauling Salvaged Surfacing	0.30	450.00
1,600 lin. ft.	Cable Guard Fence	1.00	1,600.00
5 only	Extra Posts in Place	2.00	10.00
480 lin. ft.	12" Concrete Pipe	2.00	960.00
70 lin. ft.	18" " "	3.00	210.00
40 lin. ft.	24" " "	4.00	160.00
450 lin. ft.	12" Corr. Galv. Iron Pipe	1.50	675.00
20 lin. ft.	18" " " " "	2.50	50.00
15 lin. ft.	36" " " " "	7.00	105.00
			$55,977.00

Surfacing

9,730 cu. yds.	Sub-base Materials	2.90	$28,217.00
9,730 cu. yds.	Base Materials	2.90	28,217.00
2,920 cu. yds.	Top Materials	3.00	8,760.00
3,210 cu. yds.	Key Materials	3.25	10,432.50
3,700 cu. yds.	Screenings	3.25	12,025.00
3,400 cu. yds.	Earth Filler	.40	1,360.00
7,790 yd. mi.	Filler Haul	.20	1,558.00
1,900 cu. yds.	Salvaged Surfacing Materials	.80	1,520.00
1,480 yd. mi.	Hauling Salvaged Surfacing Matls.	.30	444.00
975 M-Gals.	Sprinkling	2.50	2,437.50
3,000 cu. yds.	Removal of Common Overburden	.40	1,200.00
12,000 cu. yds.	Removal of Solid Rock Overburden	.90	10,800.00
4,700 cu. yds.	1-1/2" - 1" Matls. in Stockpile	2.00	9,400.00
2,500 cu. yds.	1" - 1/2" Matls. in Stockpile	2.00	5,000.00
2,400 cu. yds.	1/2" - 1/4" Matls. in Stockpile	2.40	5,760.00
19,000 yd. mi.	Hauling Broken Stone (Pile Meas.)	.18	3,420.00
100,000 sq. yds.	Oiling (State Forces)	.08 Est.	8,000.00
			$132,585.00

Bituminous Macadam Wearing Surface:

9.5 Miles	Preparation of Base	$50.00	Est.	$ 475.00
8,000 cu. yds.	Placing Mineral Aggregate	1.10	"	8,800.00
8,000 yd. mi.	Hauling " "	.15	"	1,200.00
480 tons	No. 5 Oil in Place	22.00	"	10,560.00
85 tons	Emulsified (or Cut-back) Asphalt in Seal Coat	22.00	"	1,870.00
				$ 22,905.00
				$217,467.00
		10% Engr. & Cont.		21,746.70
		Total, Roadway		$239,213.70

Gross length of Project	9.930 miles
Length of seven bridges (non-part.)	.078 miles
Roadway (Sta. 1821 - 1840+70) Exception	.375 miles
Net length of project	9.478 miles
Cost per mile	$25,238.83

SUMMARY

Item	Total Cost	Federal Aid Funds	Emergency Advance Funds	State Funds
Post Road Portion	$234,236.66	$145,765.47	- -	$88,471.19
Emergency Fund Portion	4,977.04	2,488.52	$2,488.52	- -
	$239,213.70	$148,253.99	$2,488.52	$88,471.19

CONTRACT# 1363,

PR-19 A,B Brooks-Salem, Paving 1932
#1363

Form 2-B-1, 7072 [illegible] 2-30

Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

R-17a

OREGON STATE HIGHWAY COMMISSION
Office of WM. E. CHANDLER, Division Engineer
SALEM

April 28, 1933.

In Reply Please
Refer to File No.

24 PD

Mr. R. H. Baldock,
State Highway Engineer
Office.

Dear Sir:

In accordance with your recent request, we have had levels run by Mr. Neef over the Labish settlement of the highway near the Labish culvert, and enclose herewith a blueprint of the profile which has been brought up to date to show the present situation.

We attach hereto a copy of Mr. Neef's letter of April 22nd for the additional information regarding the settlement contained therein.

Yours very truly,

WM. E. CHANDLER
Division Engineer

By V.G. O'Neil
V. G. O'NEIL
Office Engineer.

Enclosures.
VO'N:ZR

cc Mr. H. G. Smith

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Woodburn,Oregon.
April 22nd,1933.

Mr.N.E.Chandler,
Division Engineer,
Salem,Oregon.

Dear Sir:-

Referring to your letter of April 14th,File 24PD,requesting additional levels on highway at Lake Labish.

We have been taking levels occasionally on Saturdays and we have shown same on the profile which was sent with your letter.We herewith return the profile.

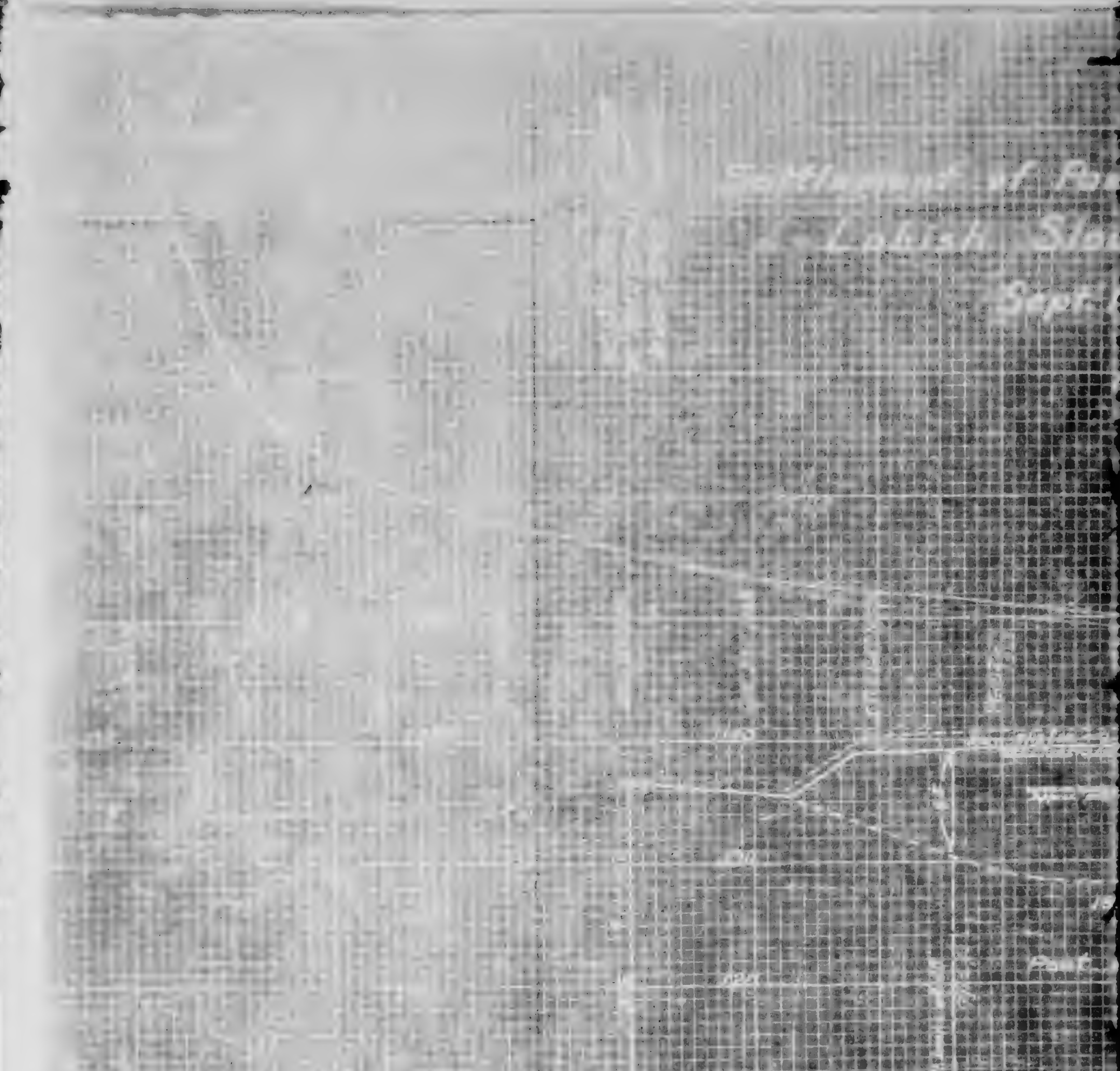
In addition to profile data that was on the profile,we have platted thereon a "Settlement Curve" which indicates practically a uniform settlement since December 15th 1932 of .0153 ft per week or .0022 ft per day.

Very truly yours,

Jno.H.Neef,
Resident Construction Engineer.

JHN/N

cc R.H Baldock ✓


Settlement of Po
Lehigh Slo
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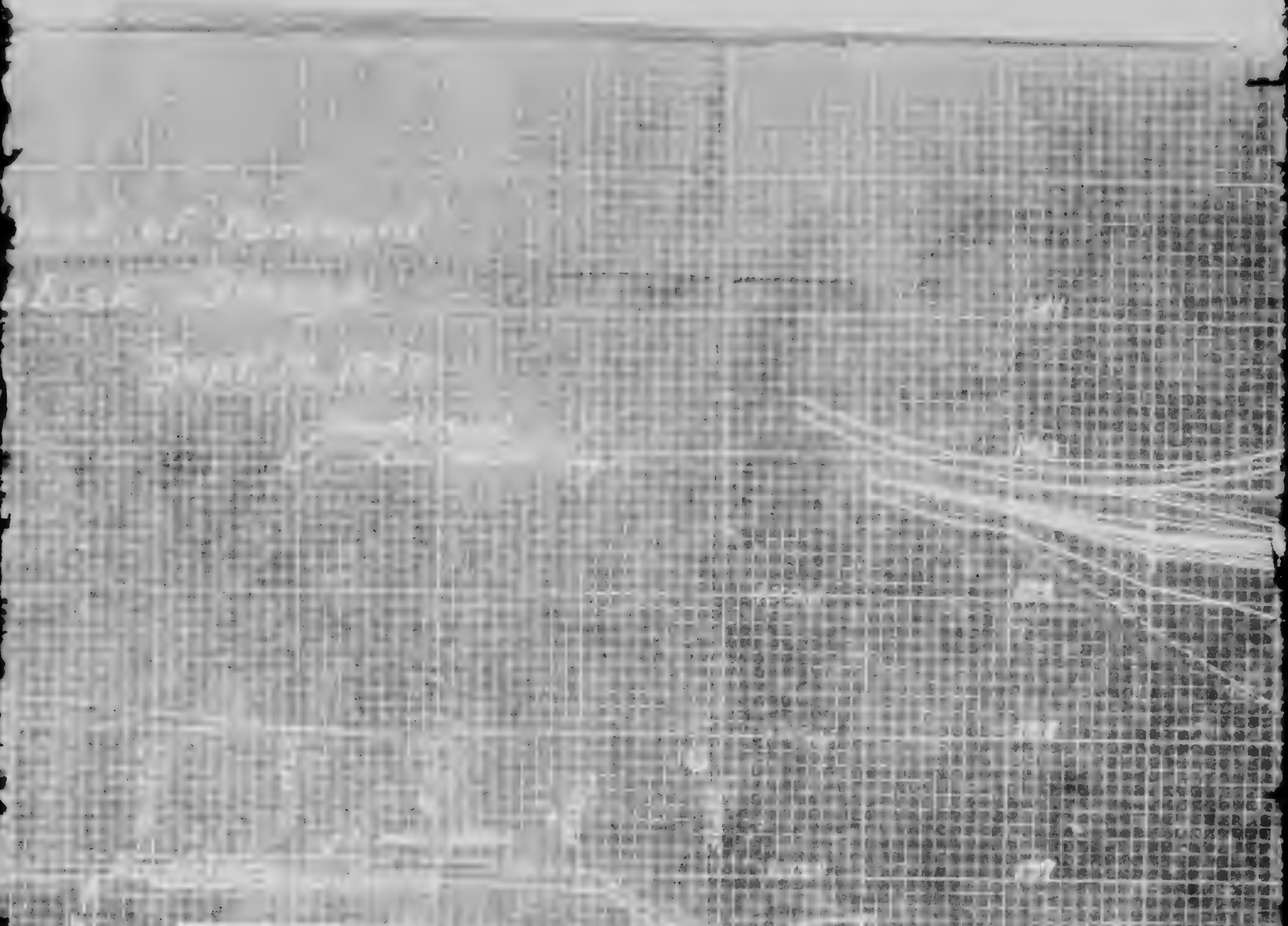
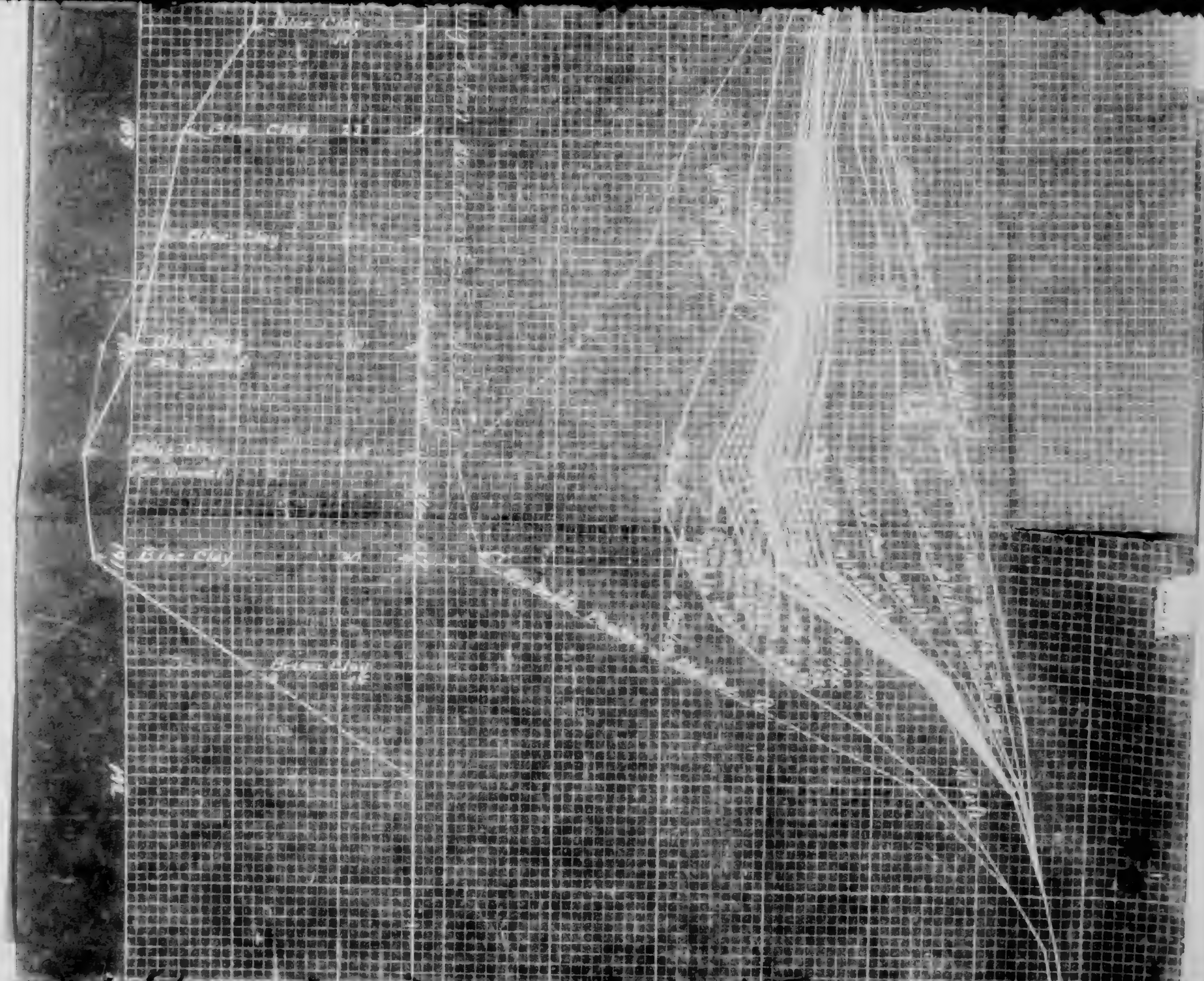
100

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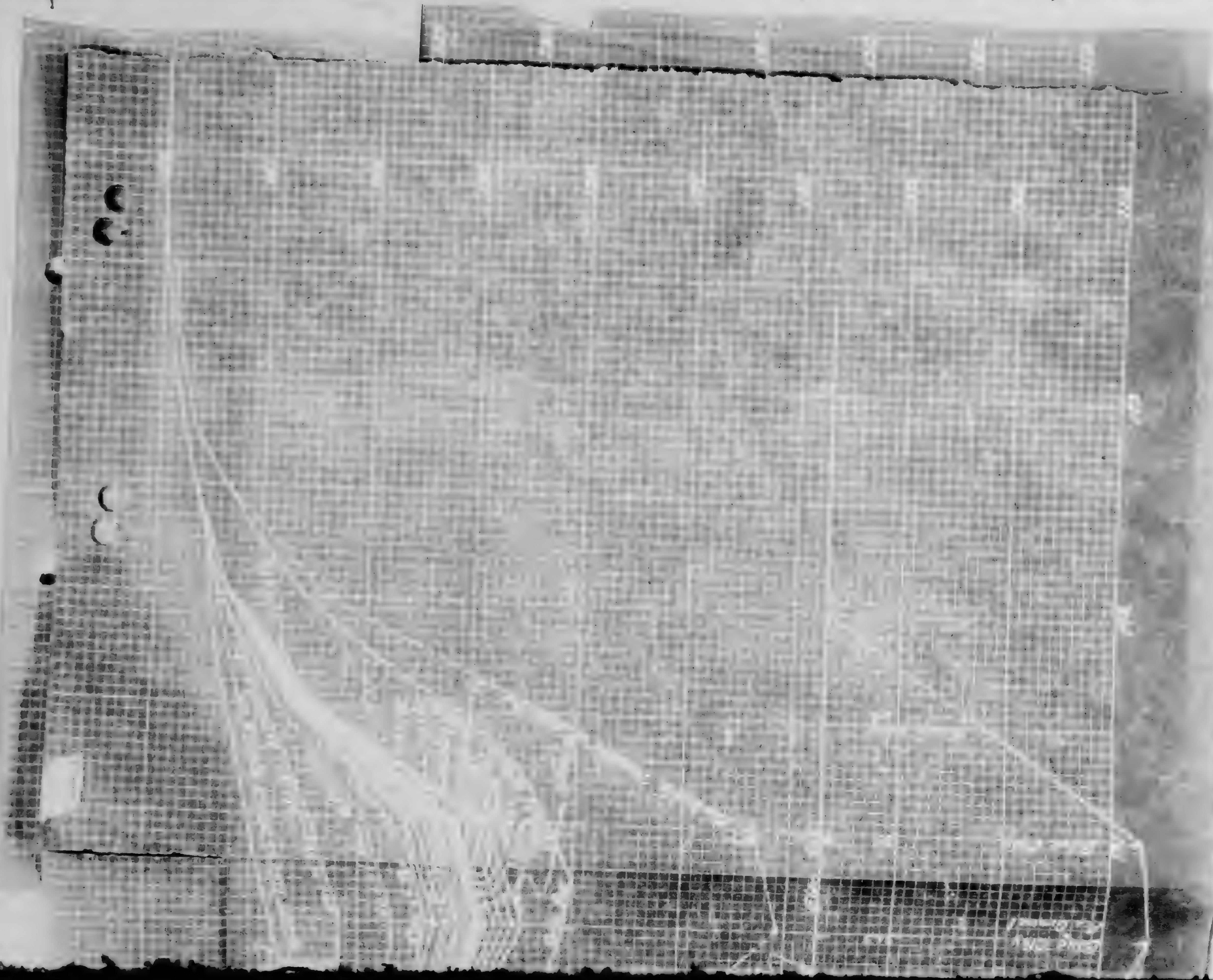
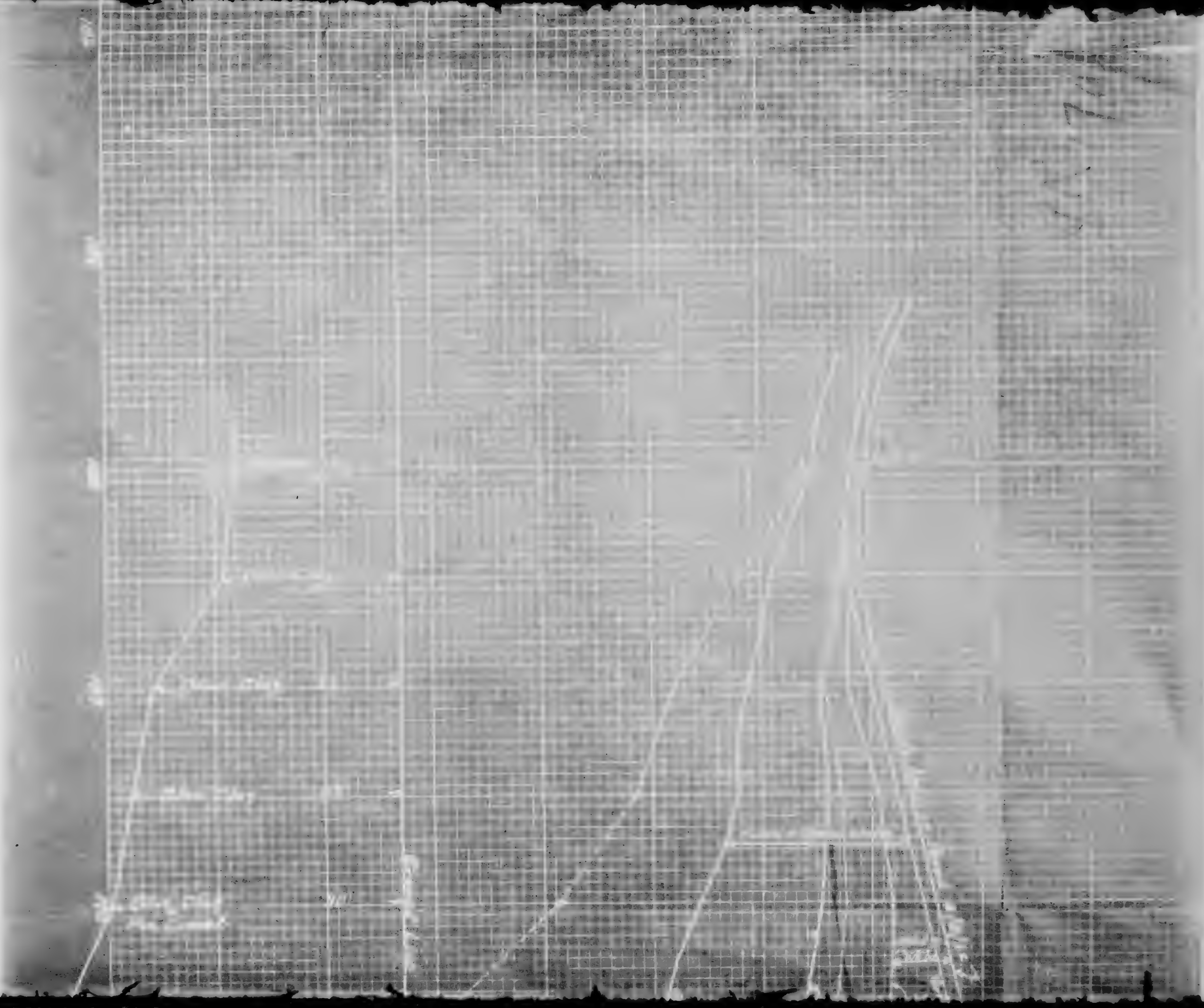
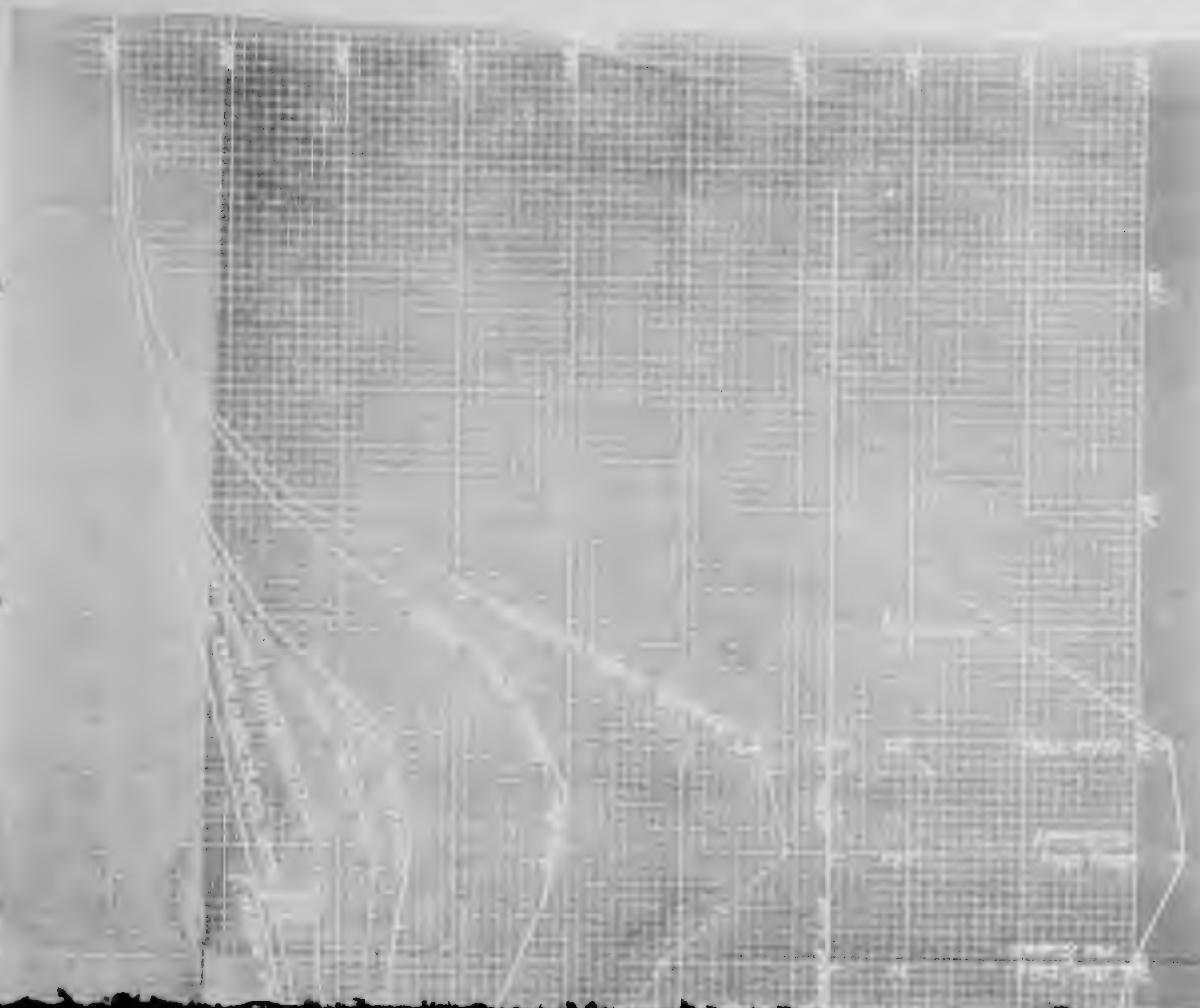


Second Av. Pavement
[illegible] Sketch
6-11-1932





March 27, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
MAR 28 1933
OREGON
STATE HIGHWAY COMMISSI

Dear Sir:

Receipt is acknowledged of final voucher covering the pavement widening on Oregon Federal Aid Project No. 7, the Brooks-Salem section.

In checking the final voucher the following underruns are noted:

Asphaltic concrete, classes A, B and C, show a total underrun of 42%.
Excavation shows an underrun of 41%.
Screened and crushed gravel in shoulders show an underrun of 26%.

Several times we have requested that overruns and underruns, and also contingencies, should be explained at the time the final voucher is submitted.

The above voucher will be held in this office pending receipt of advice as to the above underruns, and may we again request that this information be furnished when submitting final vouchers.

Very truly yours,

W. H. LYNCH
District Engineer

[illegible] } answered this letter Apr 11-33

#1363

19-a

February 8, 1933

Hartford Accident & Indemnity Company,
Jewett, Barton & Leavy, John Kern Co., Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1363 for the construction of the Brooks-Salem Section of the Pacific Highway in Marion County has been completed by the contractors, West Contract Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after February 18th, 1933.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $137,914.97 including the final payment. Of this amount $3,272.43 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

FORM 5-A-1 5364 5M 5-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

OK 19

November 18, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission,
Office.

Dear Sir:

The work to be done under the below listed contracts has been completed, the date of completion in each case being as indicated.

Contract No. 1363 with West Contract Company for paving and regrading the Brooks-Salem Section was completed October 20, 1932. This work overran the specified date of completion 35 days for which the contract provides a liquidated damage payment to the State of $100.00 per day. An extension covering the overrun was granted by the Commission waiving any claim to the damage payment.

Contract No. 1330 with Gilbert & Goodwin for grading the Vesper Section was completed November 16th, 1932. This work overran the specified date of completion 47 days. Application for an extension of time covering the overrun is on file with the Secretary.

Acceptance of these contracts by the State Highway Commission as of their respective dates of completion is hereby recommended.

Approved by commission 11/18/3—
HBGlaisyer

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By S. H. Probert

S. H. Probert,
Office Engineer.

OK

Dict. by D. G. DeSart/ER.

UNITED STATES DEPARTMENT OF AGRICULTURE
No. 8
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. F.A.P. 19-A

POST OFFICE BUILDING
PORTLAND, OREG.

November 5, 1932

RECEIVED
NOV 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Final inspection of Ore. F.A.P. 19-A Brooks-Salem section of The Pacific Highway, was made by a representative of this office on October 14, 1932. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield,
Highway Engineer

VR-19

October 17, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The total amount of Federal Aid claimed by the voucher submitted in the amount of $16,961.52 for Oregon F.A.P. No. 19-A exceeded the amount set up in the project agreement. Payment of the voucher has accordingly been recommended in the reduced amount of $14,581.22, bringing the total amount claimed to within $1,000.00 of the project agreement amount.

From this voucher it appears that there will be a considerable overrun on this project. If additional Federal Aid is desired, papers requesting a modification of agreement should be submitted for the consideration of this office.

Very truly yours,

W. H. LYNCH
District Engineer

By
L. J. Caufield
Highway Engineer

see FPA

Form 37—4174—2500—5-32

19-a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

10 1932

Date October 8th, 1932

Job name Salem-Brooks Paving & regrading

Week from Oct 2nd to Oct 8th

Mail address Salem, Oreg.

Highway Pacific

Telegraph or telephone address " "

County Marion Job prefix 24PD

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor finished few pick up spots and installing 6" pipe Lt 62+ and making outlet drainage connection between new fill and present pavement reached at north end about Sta 388. Lt.

Contractor took equipment from Chemawa Pit Oct 6th before work smoothing up required under Land Improvement Lease with Gov't, was completed. He was notified that leveling up must be completed and necessity of so doing before rains begin. A Cat + tumble bug working thereon Saturday Oct 8. He was also notified of two high spots in ditch line at North end Sta 313+50 + 325+50. These were found on remeasurement.

Eng crew. Finished remeasurement 245 to 370. Took levels for subsidence at Lake Labish and work on 24PD. Final.

H. Barrett finished Filler & Gravel checking up records 24PD and put on Woodburn-Brooks Section grading ditching and for checking gravel on the Section - 24PE.

Kirk Simpson used at office work on 24PE Woodburn-Brooks Section beginning Oct 6th.

Contractor has placed Bronze plates at North + South end of job.

(See back of this sheet for instructions and detailed information)

RECEIVED
OCT 10 1932

Signed

Title Res Constr Engr.

STENCIL NO. 124

GRADING CONSTRUCTION

Total miles of grading in project 7.6

Miles completed 7.6

Miles completed except finishing 7.6

Total cubic yards in project Est. 39070 EXC
" 23450 Borrow

Cubic yards moved to date ....

Miles covered by contractor's forces 7.6

Miles cross-sectioned 7.6

Miles cross-sections completed and checked 7.6

Miles to be measured —

Number men in Engineering Party 5

Contractor's average force for week 1 *men,*

Cat & Scraper *teams,* .... *steam shovels*

Grading work will be completed about Finished

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 24 PD- *Percentage* 75
2. 24 PE *Percentage* 25
3. .... *Percentage* ....
4. .... *Percentage* ....

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. F.A.P. No. 19

Sept. 7, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
SEP 8 - 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encl.

Agr 12684

RECEIVED
SEP 8 - 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

Oregon Federal Aid Project No. 19.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on October 7, 1919, by the Highway Department of the State of Oregon, and on March 2, 1920, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 19; and

WHEREAS, the plans and specifications previously approved for said project provided for the construction of 4.159 miles of road surfaced with asphaltic concrete, in Marion County, for which the estimate of cost approved was $112,931.06, and $56,465.53 Federal funds were set aside to the credit of said project; and

WHEREAS, the construction of said project in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $111,122.52, and voucher in the sum of $55,561.26 has been passed for payment as the share of the Federal Government on said project; and

WHEREAS, the said Highway Department of the State of Oregon now requests a reopening of said project and a revision of the plans, specifications and estimate approved therefor to provide for betterments in grades and alignment, widening the roadway and resurfacing and widening the existing pavement, and items of construction incidental thereto, over its entire length, and to provide for the improvement of an extension thereto southerly a distance of 0.844 of a mile, thereby increasing the length of the project to 4.998 miles; at an estimated cost of $93,781.60; and by reason thereof has requested that the estimate of cost approved for said project be increased from the previous actual cost of $111,122.52 to $204,904.12, and that the Federal funds approved and set aside to the credit of said project be increased from the previous actual payment of $55,561.26 to $91,098.17:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Highway Department of the State of Oregon and the Secretary of Agriculture that the plans, specifications and estimate approved for said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of ninety-one thousand, ninety-eight and 17/100 dollars ($91,098.17) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added clause (b) to read:

> "(b) By the State in addition to funds heretofore provided, from funds available in accordance with Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Article II shall read:

"Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:

Between survey station 0+00 at the north city limits of Salem in the N.E.¼ Sec. 14, T.7 S., R.3 W., W.M., and survey station 265+50 near the south line of Sec. 19, T.6 S., R.2 W., W.M., at the south end of Federal Aid Project No. 7, terminal points, a distance of 4.998 miles, known locally as the Salem-Brooks Section of the Pacific Highway between Albany and Portland, Marion County, being Oregon Federal Aid Project No. 19."

To Article III shall be added paragraph (c) to read:

"(c) The Highway Department hereby guarantees that the automatic safety devices at the grade crossing of the Southern Pacific Railway at the south end of the project will be maintained, and in the event that said devices are found to be inadequate for the safeguarding of traffic, the Highway Department will initiate, or cause to be initiated such action as may be necessary for the purpose of eliminating said grade crossing."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of ninety-one thousand, ninety-eight and 17/100 dollars ($91,098.17), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two hundred four thousand, nine hundred four and 12/100 dollars ($204,904.12), the approved total estimated cost of said project."

Article VI shall read:

"Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

> "The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Highway Department of the State of Oregon on the 12th day of August, 1932, and the Secretary of Agriculture on the 26th Day of August, 1932.

OREGON STATE HIGHWAY COMMISSION

By____________________
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By Carl Washburne
Member, State Highway Commission

CWS C F Marvin
Acting Secretary of Agriculture.

Oregon Federal Aid Project No. 19.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 19, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 204,904.12 in lieu of the previous actual payment of $55,561.26 as the total estimated cost of said project, and the sum of $ 91,098.17 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 26th day of August one thousand nine hundred and Thirty-two

C. F. Marvin
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

FORM 5-A-4 4700 5000 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

September 6, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Wm. E. Chandler,
Division Engineer,
Office.

NOTED
State Highway Engineer

Dear Sir:

Will you kindly have the contractors on the Salem-Brooks Section patch all the edges to the pavement which were broken and chipped out during the construction proceedings.

You will remember that complaint was made from time to time that the gravel shoulders were not laid sufficiently close to the paving operations to prevent breaking of the edges and it is now desired that all these places be repaired before accepting the job from the contractor.

It has also been noticed that the pavement edges are insufficiently rolled in many places and to correct this the contractor should roll the outer two feet of the pavement thoroughly at the time the shoulders are being placed.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

CC to

RHBaldock

HGS/H

19

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.______

POST OFFICE BUILDING
PORTLAND, OREG.

August 2, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for signature and return to this office are three copies of modification of agreement for Oregon Federal Aid Project No. 19, Salem-Brooks section of the Pacific Highway. One copy each of approved estimate and specifications are also enclosed.

As requested in our letter of this date concerning Oregon Federal Aid Project No. 7, we would like to be furnished information concerning the depth and quality of the existing oiled shoulders.

The attached agreement includes a special clause in Article III regarding the grade crossing of the Southern Pacific railroad at the south end of the project.

Please note the corrections on the second sheet of the estimate in the column showing units of measurement.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Encls.

OBJECT: *A wider standard super-highw Por d to Junction City on east side of Wil et ver; thru heaviest settled territory of Oregon's great rich Willamette Valley, which the late James J. Hill said "Is richer than the valley of the Nile." Help to develop it! A bettered highway will help.*

OFFICERS

L. M. LEPPER, PRESIDENT
EAST SIDE COM'L CLUB, PORTLAND
P. M. GREGORY, 1ST VICE PRESIDENT
MAYOR & SALEM CH. OF COMMERCE
W. F. BUSE, 2ND V. PRES.
OREGON CITY COM'L CLUB
RALPH C. ZIMMERMAN, 3RD V. PRES.
AURORA
W. E. WADSWORTH, 4TH V. PRES.
HARRISBURG
LEONARD GILKEY, 5TH V. PRES.
ALBANY
RAY CARR, SECY-TREASURER
PORTLAND AD CLUB
AND E. S. COM'L CLUB

EAST SIDE
PACIFIC HIGHWAY ASSOCIATION
109-115 CITIZENS BANK BLDG.
PORTLAND, OREGON

DIRECTORS

CHAS. F. DEAN, MILWAUKIE
ROY ALDEN, WOODBURN
HOWARD RAMP, BROOKS
E. L. MOOR, HAYSVILLE AND SALEM
HARVEY STARKWEATHER, GLADSTONE, ETC.
SAM BROWM, GERVAIS
J. R. McKEE, JEFFERSON
A. H. FREERKSEN, SHEDD
CHAS. GIBSON, JUNCTION CITY
G. F. WHITE, CANBY
L. O. HARDING
OREGON CITY AND NEW ERA
C. H. TAYLOR, SUNNYSIDE
6 MI. SOUTH OF SALEM
C. A. GIES, NORTH SALEM

RECEIVED
JUL 25 193

OR 19

July 25, 1932

TO HON.OREGON STATE HIGHWAY COMMISSION,
c/o Mr.R.H.Baldock, State Highway Engineer,
State Office Bldg., Salem,Oregon,

NOTED
State Highway Engineer

Gentlemen:

We thank thee for the Progress now being made on the Widening of the East Side Pacific Highway, from Salem, to north of Brooks on the 7.65 Miles, being widened this year.

It now looks like Oregon would have available some $2,001,740.00 Additional Federal Aid Funds, perhaps more,under the New Act just signed by the President.

Next Year's Budget and Plans will soon be in the making: and if possible out of the New Federal Aid Funds, this Fall and Next Year, by the end of July, 1933, (or later in season if allowed); we ask and would like to see the Widening of East Side Pacific Highway, continued northward,from north of Brooks, where it ends this year, to the Canby New Connection, if possible, or at least Ten Miles, or more to, say Hubbard or Aurora, or far as funds are available; for 1933 uses; whatever you can best figure out.

This East Side Pacific Highway, particularly from Salem to Portland, will be one of the Heaviest Traffic Ways in the State, due to the State Capitol and Portland Metropolis travel: Hence we are anxious to see its Widening completed and connected up, from Salem to Portland, including the Super-Federal Aid Highway part, from Oregon City to Portland; soon as practically can be done; say within the next Two Years, if possible.

We beg and would like to see all possible done this Fall and next year,1933, if you can in any way see your way clear to do it.
We Thank You!

Yours with Best Wishes,

EAST SIDE PACIFIC HIGHWAY ASSOCIATION,
By
L.M.Lepper L M Lepper
President
109-15 Citizens Bank Bldg.
Portland,Oregon

FORM B-K-1 310 800 6-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OR-19

OREGON STATE HIGHWAY COMMISSION
SALEM

245

July 1, 1932.

Mr. J. M. Devers
Office

Dear Sir:

I am handing you herewith four copies of the summary of costs involved for the acquisition of necessary right of way on the Brooks-Salem section of the Pacific Highway. There are twenty-two acquisitions, totaling 9.82 acres of land purchased.

The costs are segregated between actual land values and the costs made necessary by reason of moving the buildings, fences, etc., and for damages due to the loss of fruit trees, shrubs, plants, gardens, crops, etc.

The estimate made prior to the purchase of this right of way was $1000.00 an acre, or in this case approximately $9800.00. This estimate was to cover both land costs and all incidental damages. The total cost has been, instead, $7107.35.

In addition to the rights of way purchases two borrow pits have been obtained at a cost of $526.00, and as there are approximately 19,000 yards of material to be taken from these two pits, the cost per yard will be under three cents.

Yours very truly,

C. L. GARDINER
Assistant Right of Way Buyer

Enclosures
CLG:AW

SUMMARY OF COSTS INVOLVED
FOR THE ACQUISITION OF NECESSARY RIGHT OF WAY
ON THE BROOKS-SALEM SECTION

NAME	LAND	DAMAGES	TOTAL
Mitchell	$ 52.50	$ 47.50	$ 100.00
Richter	50.00	-	50.00
Payne	70.00	130.00	200.00
Reynolds	250.00	269.00	519.00
Morrison	36.00	12.00	48.00
Franklin	100.00	45.00	145.00
Piasecki	100.00	55.00	155.00
Christopherson	22.00	40.00	62.00
Latham	35.00	19.00	54.00
Wells	40.00	15.00	55.00
Indian School	142.25	-	142.25
Bush	294.00	206.00	500.00
Page	65.40	-	65.40
Hamper	165.00	95.00	260.00
Matthes, W. A.	492.00	558.00	1,050.00
Heltzel	117.00	-	117.00
Matthes, F. B.	22.50	52.50	75.00
Mathis,	72.00	1,078.00	1,150.00
Ramp	196.00	679.00	875.00
Holt	160.00	-	160.00
Wheeler	160.00	429.00	589.00
Gouley	282.00	463.70	745.70
	$ 2,905.65	$ 4,155.70	$ 7,057.35

Indian School Borrow	$ 100.00	-	$ 100.00
Gouley Borrow	350.00	76.00	426.00
	$ 450.00	76.00	$ 526.00
Herrold, L.C. crop destruction on leased land		$ 50.00	$ 50.00

FORM 8-K 1 310 500 9-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

FR-19

July 1, 1932.

Mr. J. M. Devers
Office

Dear Sir:

I am handing you herewith four copies of the summary of costs involved for the acquisition of necessary right of way on the Brooks-Salem section of the Pacific Highway. There are twenty-two acquisitions, totaling 9.82 acres of land purchased.

The costs are segregated between actual land values and the costs made necessary by reason of moving the buildings, fences, etc., and for damages due to the loss of fruit trees, shrubs, plants, gardens, crops, etc.

The estimate made prior to the purchase of this right of way was $1000.00 an acre, or in this case approximately $9800.00. This estimate was to cover both land costs and all incidental damages. The total cost has been, instead, $7107.35.

In addition to the rights of way purchases two borrow pits have been obtained at a cost of $526.00, and as there are approximately 19,000 yards of material to be taken from these two pits, the cost per yard will be under three cents.

Yours very truly,

C. L. GARDINER
Assistant Right of Way Buyer

Enclosures
CLG:AW

Sec 34-5

July 1, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Salem-Brooks Section, Project No. 19-A. This estimate has been prepared to include the work to be done between Sta. 0+00 and 44+60.5 as an extension of the original project. The inclusion, in this estimate, of the work between the stations mentioned above has been made to conform with the suggestion contained in your letter of May 25th, this section having been previously submitted as Project No. 19-B.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/HR.

encl.

Oregon State Highway Department. Project No. 19-A (Recp.)

SALEM-BROOKS SECTION OF
THE PACIFIC HIGHWAY IN MARION COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, July 1, 1932.

STATEMENT OF COMPLETED WORK

Engineer's Final Estimate	$ 102,341.00
Overruns balanced by Underruns	412.00
Total...........	$ 102,753.00
Excess Overruns	$ 2,473.36
Engineering and Contingencies	5,896.16
	$ 111,122.52
Total Cost on which Federal Aid was Computed	$111,122.52
Federal Aid Paid	$ 55,561.26

Length of Project 4.159 miles.

Cost per mile	$26,718.56
Federal Aid paid per mile	$13,359.28

NEW WORK - ROADWAY

Original Project. - Sta. 44+60.5 to Sta. 265+59.1

21,000	cu. yds.	Excavation, Single Classif.	$0.23	$ 4,830.00
19,000	" "	Special Borrow Excavation	0.20	3,800.00
6,000	yd. sta.	Overhaul	0.02	120.00
38,000	yd. mi.	Truck Haul	0.12	4,560.00
4,300	sq. yds.	Removal of Old Pavement	0.10	430.00
180	cu. yds.	Class "A" Concrete	20.00	3,600.00
14,000	lbs.	Metal Reinforcement	0.05	700.00
600	lin. ft.	Timber Piling	0.60	360.00
160	lin. ft.	6" Concrete Pipe	0.60	96.00
160	lin. ft.	8" " "	0.80	128.00
160	lin. ft.	10" " "	1.00	160.00
190	lin. ft.	12" " "	1.20	228.00
30	lin. ft.	15" " "	1.40	42.00

40	lin. ft.	18" Concrete Pipe	$2.00	$ 80.00
20	" "	24" " "	3.00	60.00
3,000	" "	Salvaging Drain Pipe	0.60	1,800.00
3,740	sq. yds.	Class "A" Asphaltic Concrete	4.00	14,960.00
2,950	" "	Class "B" " "	4.00	11,800.00
2,370	" "	Class "C" " "	4.00	9,480.00
44,800	" "	Surface Finish Coat	0.05	2,240.00
4,560	cu. yds.	Screened Gravel (Sub-base & Shoulders)	1.30	5,928.00
3,400	" "	Crushed Gravel (" " " ")	1.40	4,760.00
1,090	cu. yds.	Filler	0.30	327.00
2,700	yd. mi.	Hauling Filler	0.14	378.00
				$70,867.00
		10% Engr. & Cont.		7,086.70
		Total (Orig. Project)		$77,953.70

Revised length of Original Project 4.154 miles

Cost per mile $18,765.93

Extension of Original Project - Sta 0+00 to Sta. 44+60.51

1,500	cu. yds.	Excavation, Single Classif.	$ 0.23	$ 345.00
7,000	cu. yds.	Special Borrow Excavation	0.20	1,400.00
12,500	yd. mi.	Truck Haul	0.12	1,500.00
40	lin. ft.	6" Concrete Pipe	0.60	24.00
40	lin. ft.	8" " "	0.80	32.00
40	lin. ft.	10" " "	1.00	40.00
40	lin. ft.	12" " "	1.20	48.00
50	lin. ft.	24" " "	3.00	150.00
50	lin. ft.	30" " "	5.00	250.00
800	lin. ft.	Salvaging Drain Pipe	0.60	480.00
750	tons	Class "A" Asphaltic Concrete	4.00	3,000.00
600	"	" "B" " "	4.00	2,400.00
480	"	" "C" " "	4.00	1,920.00
9,100	sq. yds.	Surface Finish Coat	0.05	455.00
940	" "	Screened Gravel {Sub-base & Shoulders}	1.30	1,222.00
700	" "	Crushed " { " " " " }	1.40	980.00
220	" "	Filler	0.30	66.00
550	yd. mi.	Hauling Filler	0.14	77.00
				$14,389.00
		10% Engr. & Cont.		1,438.90
		Total (Extension)		$15,827.90

Length of Extension 0.844 miles
Cost per mile $18,753.43

Adjusted Federal Aid Paid per mile on
Original Project, -
$13,359.28 x $\frac{4.159}{4.154}$ = $13,375.36

Deficiency (Orig Proj.) $\frac{20,000.00 - 13,375.36}{20,000.00}$ = .33123

Federal Aid per mile allowable (Original
Project) $18,669.00 x .33123 = $6,183.73

Total Federal Aid per mile allowable on new work
(Original Project) 4.154 miles at $6,183.73 = $25,687.21

Federal Aid per mile allowable on extension of original project $18,669.00

Total Federal Aid allowable on extension of original project 0.844 miles at $18,669.00 $15,756.63

SUMMARY

Item	Total Cost	Federal Aid Funds	State Funds
Original Project:			
New Work	$ 77,953.70	$25,687.21 (32.951+%)	$ 52,266.49
Old Work	111,122.52	55,961.26	55,961.26
	$189,076.22	$81,248.47	$107,827.75
Extension:			
New Work	15,827.90	9,849.70 (62.23%)	5,978.20
Totals (New Work)	$ 93,781.60	$35,536.91	$ 58,244.69
Totals (All Work)	$204,904.12	$91,098.17	$113,805.95

State funds for construction: Chap. 175, laws 1917; Chap. 31, laws 1920.

" " " maintenance: Chap. 41, laws, 1927.

File 19-A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

May 25, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the P.S.& E. for Oregon Federal Aid Project No. 19, section B.

If this section is combined with the reopening for the original project as an extension, it would obviate the necessity for preparing an extra agreement and handling numerous duplicate papers. If it is at all possible, we would prefer to have it handled as a single project, rather than two sections as submitted.

Very truly yours,

W. H. LYNCH
District Engineer

By A H Benedict
A. H. Benedict
Asst. Highway Engineer

May 26, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the P.S.& E. for Oregon Federal Aid Project No. 19, section B.

If this section is combined with the reopening for the original project as an extension, it would obviate the necessity for preparing an extra agreement and handling numerous duplicate papers. If it is at all possible, we would prefer to have it handled as a single project, rather than two sections as submitted.

Very truly yours,

W. H. LYNCH
District Engineer

By
A. E. Benedict
Asst. Highway Engineer

June 27, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We refer to your letter of June 15th, requesting information as to the number and cause of accidents which have occurred at the grade crossing north of Salem on Federal Aid Project No. 19-A.

We have made inquiry of the State Police Department, the State Public Utilities Commission and the Southern Pacific Railway Company and find that the only authentic information obtainable is that furnished by the railway company, four copies of which are being sent to you herewith.

You will note that the records do not indicate that there has ever been a fatal, or even a serious accident at this crossing.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

COPY

SOUTHERN PACIFIC COMPANY

E. L. King,
Superintendent

Portland, Oregon.

June 24, 1932.

In reply refer to
581-3

Oregon State Highway Department,
Salem, Oregon.

Gentlemen:

Your telegram June 20th requesting information as to number of accidents occurring at the Pacific Highway grade crossing north of Salem during the last 15 years:

Regret to inform you that all of our records prior to 1921 were destroyed in the fire which occurred in the Union Station, Portland, in the latter part of 1921, at which time the north wing was completely gutted.

There were no accidents listed in 1921, 1922, 1924, 1925, 1926, 1927, 1930 and in 1932 up to and including June 23d.

In 1923, Dr. H. J. Anderson, of Corvallis, drove automobile into side of train. No damage or personal injuries reported, and the accident was due to his own carelessness in driving into a moving train, for some unaccountable reason.

In 1928 Queenie Swanson, accompanied by Sadie McInnis and Julia Spooner, drove automobile on track in front of train No. 15. Occupants were only slightly injured, and the accident was due to their own carelessness.

In 1928 O. Donnelly stopped automobile close to track and then released brakes and automobile rolled forward forward and was struck by tank steps of engine, slightly damaging automobile.

In 1929 S. S. True driving automobile stopped machine too close to track and it was struck by train No. 202, slightly damaging front fender of automobile.

In 1929 an automobile was driven into the side of engine 4345, train No. 7. By the time the train was stopped and the engineer got back to the crossing the automobile had disappeared and the crew was unable to get license number or any other information. No report was made by the owner.

In 1931 Mrs. B. C. Willis killed her engine with the automobile afoul of the track, and No. 202 struck the automobile, slightly damaging front fender. No personal injury reported.

These accidents were all due entirely to the carelessness of the drivers of the automobiles involved.

Yours very truly,

E. L. King (Sgd)

Southern Pacific Company

PORTLAND, OREGON

SOUTHERN PACIFIC COMPANY

Portland, Oregon.

E. L. King,
Superintendent

June 24, 1932.

IN REPLY PLEASE REFER TO

In reply refer to
381-3

RECEIVED

Oregon State Highway Department,
Salem, Oregon.

Gentlemen:

Your telegram June 20th requesting information as to number of accidents occurring at the Pacific Highway grade crossing north of Salem during the last 15 years:

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These accidents were all due entirely to the carelessness of the drivers of the automobiles involved.

Yours very truly,

E. L. King (Sgd)

Southern Pacific Company

PORTLAND, OREGON

E. L. KING,
SUPERINTENDENT

6 copies

June 24, 1932

IN REPLY PLEASE REFER TO
581-3

RECEIVED
JUN 25 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Department,
Salem, Oregon

Gentlemen:

Your telegram June 20th requesting information as to number of accidents occurring at the Pacific Highway grade crossing north of Salem during the last 15 years:

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These accidents were all due entirely to the carelessness of the drivers of the automobiles involved.

Yours very truly,

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
JUN 16 1932
OREGON
STATE HIGHWAY COMMISSION

June 15, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

Reference is made to Oregon Federal Aid Project No. 19-A, Salem-North, Pavement Widening, and particularly with regard to the grade crossing near the north city limits of Salem.

Previous correspondence concerning this crossing has developed no information regarding the accident record at this location. We have been requested to submit details as to the number and cause of previous accidents, if any. Will you kindly forward this information as soon as possible.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer.

June 15, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

Reference is made to Oregon Federal Aid Project No. 19-A, Salem-North, Pavement Widening, and particularly with regard to the grade crossing near the north city limits of Salem.

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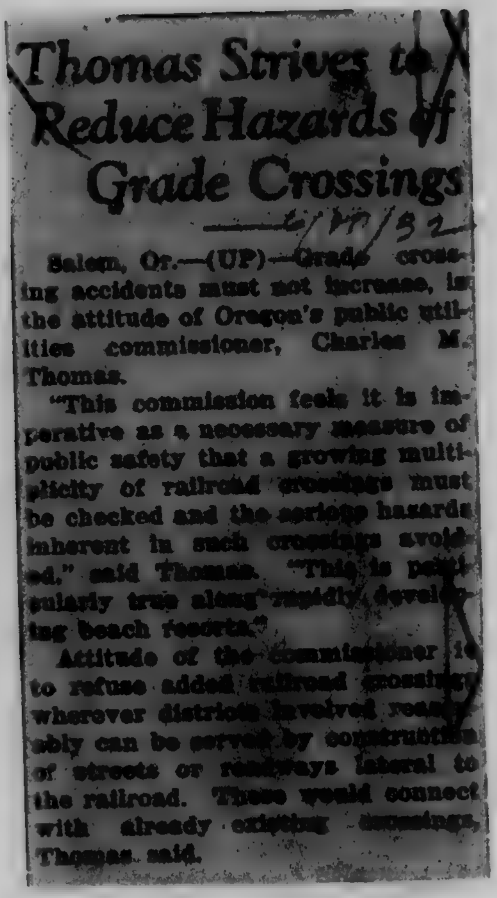
Very truly yours,

W. H. LYNCH
District Engineer.

OR 19



Thomas Strives to Reduce Hazards of Grade Crossings

6/20/32

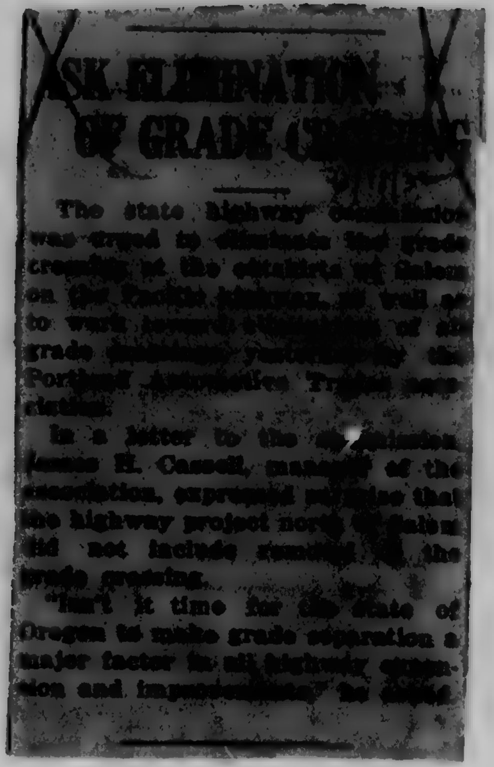
Salem, Or.—(UP)—Grade crossing accidents must not increase, is the attitude of Oregon's public utilities commissioner, Charles M. Thomas.

"This commission feels it is imperative as a necessary measure of public safety that a growing multiplicity of railroad crossings must be checked and the serious hazards inherent in such crossings avoided," said Thomas. "This is particularly true along rapidly developing beach resorts."

Attitude of the commissioner is to refuse added railroad crossings wherever districts involved reasonably can be served by construction of streets or roadways lateral to the railroad. These would connect with already existing crossings, Thomas said.

Daily Journal of Commerce,
June 20, 1932.

RR19



ASK ELIMINATION OF GRADE CROSSING

The state highway commission was urged to eliminate the grade crossing at the outskirts of Salem on the Pacific highway, as well as to work toward elimination of all grade crossings yesterday by the Portland Automotive Trades association.

In a letter to the commission James H. Cassell, manager of the association, expressed surprise that the highway project north of Salem did not include remedying of the grade crossing.

"Isn't it time for the state of Oregon to make grade separation a major factor in all highway expansion and improvement," he added.

Daily Journal of Commerce,
June 18, 1932.

HR 19

June 14, 1932

Union Oil Company of California,
Yeon Building,
Portland, Oregon

Gentlemen:

In response to your request of June 13, we are pleased to give you the following information concerning the contract that was recently awarded to West Contract Company:

This contract is designated State Highway Contract No. 1363, and is for the paving and regrading of the Brooks-Salem Section of the Pacific Highway in Marion County.

The amount of the job is $127,455.00. A surety bond, in like amount, was furnished by the contractor; it was written by Hartford Accident and Indemnity Company, for which Jewett, Barton & Leavy are resident agents, with offices in the Lewis Building, Portland.

According to the terms of the contract, the project must be completed on or before September 15, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

FORM 401 P. 5-31 15M

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT.
UNION GASOLINE, KEROSENE AND DISTILLATE.
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

602-621 YEON BUILDING
Portland, Oregon

June 13, 1932

RECEIVED
JUN 14 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: State Job #1363

We have just been advised that the West Coast Contract Company have been awarded the contract for widening the Pacific Highway North of Salem.

We anticipate making credit deliveries to this firm on this job and will therefor appreciate your furnishing us with complete details pertaining to this operation and also the name of the bonding company and its agent as we shall be looking to this bond for our protection.

We enclose herewith a stamped, self-addressed envelope for your convenience in replying and we shall appreciate hearing from you by return mail.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

G. W. Schattner
District Manager

AEP:B

PR 19

June 15, 1932

Standard Oil Company of California,
Pacific Building,
Portland, Oregon.

Gentlemen:

This is in reply to your inquiry of June 7, regarding "Jacobsen & Jensen, Widening Pacific Highway between Salem and Brooks."

The contract to which you have reference is known as State Highway Contract No. 1368 and was awarded by the State Highway Commission on May 18, 1932 to West Contract Company. Evidently, Jacobsen & Jensen are subcontractors under this company.

The description of the job is: Paving and regrading of the Brooks-Salem Section of the Pacific Highway in Marion County.

The amount of the contract is $127,455.00. A surety bond, in like amount, was furnished by the contractor. It was written by Hartford Accident and Indemnity Company for whom Jewett, Barton & Leavy are resident agents, with offices in the Lewis Building, Portland.

The contract specifies that the job must be completed by the contractor on or before September 15, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG.
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
J. S. GORDON
F. C. EASTMAN
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE. June 7, 1932

Jacobson & Jensen
Widening Pacific Highway between
Salem and Brooks

RECEIVED
JUN 8 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We understand that the work in which the above contractor is engaged is being done under contract with Oregon State Highway Commission.

As we are delivering petroleum products to be used in this work, we would appreciate your furnishing us with the following information:

Is the above the correct name under which the contract was let?____________
If sub-contractor, under what general contractor is work being done?

____

Number of contract:__________________. Description and location of work:

____

____

Amount of contract $____________. Name and address of bondsmen furnishing materialmen's bond: ____________________________

____

Amount of bond $____________. Time limit to the contractor or estimate of when job will be completed:____________________

At what intervals are estimates to be paid the contractor?____________

____

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By E M Ewing

[illegible] WEEKLY REPORT

PR19

June 11, 1932

West Contract Co.,
210 Thompson St.
Portland, Oregon

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the paving and regrading of the Brooks-Salem Section of the Pacific Highway in Marion County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

Form 39—2682—2M—1-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 28th, 1932

Job name Brooks-Salem Section
Paving & Regrading

Week from May 22nd to May 28th

Mail address 148 No. 12th Street
Salem, Oreg.

Highway Pacific

Telegraph or telephone address Do.

County Marion Job prefix 2470

Express and freight address Do

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor started Clearing on North end of project and began with two tractors & Tumble bugs to make fill on Holt property. Description and tracing made for condemnation proceedings on Geo. Ramp property. Advised 5/28 that Mr Ramp would settle without condemnation. Crew clearing on Holt & Wheeler property - Culverts extended at 388+50 - 400 - 363 341 & 330. Tractor with grader with back sloper began [illegible] on Brooks road, working South - 345 to 305 Contractor is working two six hour shifts.

Telephone Company put crew in field and moved poles from 345 to 306 to a distance of 29 ft from ℄.

Gas main found to be about 1½" Too high to allow 30" culvert extension at Sta 399+99 and Gas Co. sent crew Saturday to lower the main.

Out in field with Commissioner Smart and County will put crew on moving fences of present R of W. Owners of property abutting & where fences encroach were seen by us and we are sure of satisfactory adjustments.

Engr Crew staked Culverts 330 - 341 - 363 - 388+50 & 400 & set grading stakes - 388 to 402 also 286 to 370 on left and [illegible] on right.

(See back of this sheet for instructions and detailed information)

RECEIVED
JUN 27 1932
CONST

RECEIVED
1 1932

Signed Jno H. Reed

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

May 25, 1932 11 17 P

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 19-A, Reop., Salem-Brooks section of the Pacific Highway, were recommended for approval on May 17, 1932.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation, provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By A H Benedict
A. H. Benedict
Asst. Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

May 25, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 19-B, Salem-Brooks section of the Pacific Highway, were recommended for approval on May 17, 1932.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation, provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By AH Benedict
A. H. Benedict
Asst. Highway Engineer

May 13, 1932.

Mr. W. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying plans and five bid proposals for the following projects:

Project No. 19-A - Salem-Brooks Section
Project No. 19-B - South Unit, Salem-Brooks Section
Project No. 123-A- Terrebonne-Redmond Section
Project No. 133-A- Newport-Waldport Section

Five sets of blueprint plans for each of these projects are being sent under separate cover.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department   Project No. 19-B

SOUTH HILL, SALEM - BROOKS SECTION OF THE

PACIFIC HIGHWAY IN MARION COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, May 13, 1932.

1,500	cu. yds.	Excavation, Single Classification	$ .25	$ 375.00
7,000	cu. yds.	Special Borrow Excavation	.20	1,400.00
12,500	yd. mi.	Truck Haul	.12	1,500.00
40	lin. ft.	6" Concrete Pipe	.40	16.00
40	lin. ft.	8" Concrete Pipe	.60	24.00
40	lin. ft.	10" Concrete Pipe	.75	30.00
40	lin. ft.	12" Concrete Pipe	.90	36.00
50	lin. ft.	24" Concrete Pipe	2.75	137.50
50	lin. ft.	30" Concrete Pipe	3.75	187.50
800	lin. ft.	Salvaging Drain Pipe	.20	160.00
				$3,864.00

Paving Items (Alternate "A")

750	tons	Class "A" Asphaltic Concrete	5.20	3,900.00
600	tons	Class "B" Asphaltic Concrete	4.80	2,880.00
480	tons	Class "C" Asphaltic Concrete	4.80	2,304.00
9,100	cu. yds.	Surface Finish Coat	.06	546.00
940	cu. yds.	Screened Gravel (Sub-base & Shoulders)	1.50	1,410.00
700	cu. yds.	Crushed Gravel (Sub-base & Shoulders)	1.80	1,260.00
220	cu. yds.	Filler	.30	66.00
550	cu. yds.	Hauling Filler	.12	66.00
			Alternate "A"	$12,432.00
				$16,296.00
			10% Engr. & Cont.	1,629.60
			Total (based on Alt. "A")	$17,925.60

Paving Items (Alternate "B")

600	tons	Class "A" Asphaltic Concrete	$5.20	$ 3,120.00
600	tons	Class "B" Asphaltic Concrete	4.80	2,880.00
120	tons	Class "C" Asphaltic Concrete	4.80	576.00
7,200	sq. yds.	Surface Finish Coat	.06	432.00
1,800	sq.yds.	Portland Cement Concrete Pavement	1.90	3,420.00
140	lin.ft.	Expansion Joints	.30	42.00
1,000	lin.ft.	Contraction Joints	.04	40.00
100	each	Dowels	.25	25.00
1,800	lbs.	Tie Bars & Reinforcement	.05	90.00
700	cu.yds.	Screened Gravel (Sub-base & Shoulders)	1.50	1,050.00
540	cu.yds.	Crushed Gravel (Sub-base & Shoulders)	1.80	972.00
180	cu.yds.	Filler	.30	54.00
450	cu.yds.	Hauling Filler	.12	54.00
			Alternate "B"	$12,755.00
				$16,621.00
			10% Engr. & Cont.	1,662.10
			Total (based on Alt. "B")	$18,283.10

Paving Items (Alternate "C")

480	tons	Class "A" Asphaltic Concrete	5.20	2,496.00
420	tons	Class "B" Asphaltic Concrete	4.80	2,016.00
100	tons	Class "C" Asphaltic Concrete	4.80	480.00
5,800	sq.yds.	Surface Finish Coat	.06	348.00
1,500	sq.yds.	Concrete Shoulders	2.10	3,150.00
1,800	sq.yds.	Portland Cement Concrete Shoulders	1.90	3,420.00
140	lin.ft.	Expansion Joints	.30	42.00
1,000	lin.ft.	Contraction Joints	.04	40.00
100	each	Dowels	.25	25.00
10,800	lbs.	Tie bars and Reinforcement	.05	540.00
850	cu. yds.	Screened Gravel (Sub-base & Shoulders)	1.50	1,275.00
520	cu.yds.	Crushed Gravel (Sub-base & Shoulders)	1.80	936.00
200	cu.yds.	Filler	.30	60.00
500	yd. mi.	Hauling Filler	.12	60.00
			Alternate "C"	$14,888.00
				$18,754.00
			10% Engr. & Cont.	1,875.40
			Total, (based on Alt. "C")	$20,629.40

Length of Project .... 0.844 miles

Cost per mile:

Alternate "A"	$21,241.48
Alternate "B"	$21,662.44
Alternate "C"	$24,442.41

Federal Aid Requested (based on low Alternate)	$13,218.58
State Funds	8,022.90
	$21,241.48

File in 19-A

Oregon State Highway Department　　　　Project No. 19-A (Reop.)

SALEM-BROOKS SECTION OF THE

PACIFIC HIGHWAY IN MARION COUNTY

(Estimate with plans. Not as basis for modified agreement.)

Salem, Oregon, May 13, 1932.

STATEMENT OF COMPLETED WORK

Engineer's Final Estimate	$ 102,341.00
Overruns balanced by Underruns	412.00
Total..............	$ 102,753.00
Excess Overruns	$ 2,473.36
Engineering and Contingencies	5,896.16
	$ 111,122.52
Total Cost on which Federal Aid was Computed	$ 111,122.52
Federal Aid Paid	$ 55,561.26

Ⓐ

Length of Project 4.159 miles.

Cost per mile	$26,718.56
Federal Aid paid per mile	$13,359.28

NEW WORK - ROADWAY

21,000	cu. yds.	Excavation, Single Classif.	$0.25	$5,250.00
19,000	" "	Special Borrow Excavation	0.20	3,800.00
6,000	yd. sta.	Overhaul	0.02	120.00
38,000	yd. mi.	Truck Haul	0.12	4,560.00
4,300	sq. yds.	Removal of Old Pavement	0.30	1,290.00
180	cu. yds.	Class "A" Concrete	18.00	3,240.00
14,000	lbs.	Metal Reinforcement	0.05	700.00
600	lin. ft.	Timber Piling	1.00	600.00
160	" "	6" Concrete Pipe	0.40	64.00
160	" "	8" Concrete Pipe	0.60	96.00
160	" "	10" Concrete Pipe	0.75	120.00
190	" "	12" Concrete Pipe	0.90	171.00
30	" "	15" Concrete Pipe	1.50	45.00
40	" "	18" Concrete Pipe	2.00	80.00
20	" "	24" Concrete Pipe	2.75	55.00
3,000	" "	Salvaging Drain Pipe	0.20	600.00
				$ 20,791.00

Paving Items (Alternate "A"):

3,740	tons	Class "A" Asphaltic Concrete	$5.20	$19,448.00
2,950	"	Class "B" " "	4.80	14,160.00
2,370	"	Class "C" " "	4.80	11,376.00
44,800	sq.yds.	Surface Finish Coat	0.06	2,688.00
4,560	cu.yds.	Screened Gravel (Sub-base & Shoulders)	1.50	6,840.00
3,400	" "	Crushed Gravel (Sub-base & Shoulders)	1.80	6,120.00
1,090	" "	Filler	0.30	327.00
2,700	yd. mi.	Hauling Filler	0.12	324.00
			Alternate "A"	$ 61,283.00
				$ 82,074.00
			10% Engr. & Cont.	8,207.40
			Total (based on Alternate "A")	$ 92,281.40

Paving Items (Alternate "B")

2,950	cu. yds.	Class "A" Asphaltic Concrete	$5.20	$15,340.00
2,950	" "	Class "B" " "	4.80	14,160.00
580	" "	Class "C" " "	4.80	2,784.00
35,600	sq. yds.	Surface Finish Coat	0.06	2,136.00
9,200	" "	Portland Cement Concrete Pavement	1.90	17,480.00
700	lin. ft.	Expansion Joints	0.30	210.00
5,000	" "	Contraction Joints	0.04	200.00
500	each	Dowels	0.25	125.00
8,700	lbs.	Tie Bars and Reinforcement	0.05	435.00
3,400	cu. yds.	Screened Gravel (Sub-base & Shoulders)	1.50	5,100.00
2,600	" "	Crushed Gravel (Sub-base & Shoulders)	1.80	4,680.00
870	" "	Filler	0.30	261.00
2,170	" "	Hauling Filler	0.12	260.40
			Alternate "B"	$ 63,171.40
				$ 83,962.40
			10% Engr. & Cont.	8,396.24
			Total (based on Alt. "B")	$ 92,358.64

Paving Items (Alternate "C"):

2,370	tons	Class "A" Asphaltic Concrete	$ 5.20	$ 12,324.00
2,060	"	Class "B" " "	4.80	9,888.00
500	"	Class "C" " "	4.80	2,400.00
28,500	sq. yds.	Surface Finish Coat	0.06	1,710.00
7,100	" "	Concrete Shoulders	2.10	14,910.00

9,200	sq. yds.	Portland Cement Concrete Pavement	$ 1.90	$17,480.00
700	lin. ft.	Expansion Joints	0.30	210.00
5,000	" "	Contraction Joints	0.04	200.00
500	each	Dowels	0.25	125.00
53,460	lbs.	Tie Bars and Reinforcement	0.05	2,670.00
4,250	cu. yds.	Screened Gravel (Sub-base & Shoulders)	1.50	6,375.00
2,560	" "	Crushed Gravel (Sub-base & Shoulders)	1.80	4,608.00
1,000	" "	Filler	0.30	300.00
2,500	yd. mi.	Hauling Filler	0.12	300.00
			Alternate "C"	$ 73,500.00
				$ 94,291.00
			10% Engr. & Cont.	9,429.10
			Total (based on Alt. "C")	$ 103,720.10

Length of Project (Revised) 4.154 miles

Cost per mile, -

Alternate "A"	$ 22,215.06
Alternate "B"	$ 22,233.66
Alternate "C"	$ 24,968.72

Adjusted Federal Aid paid per mile

$$\$13,359.28 \times \frac{4.159}{4.154} = \$13,375.36$$

Deficiency

$$\frac{20,000.00 - 13,375.36}{20,000.00} = .33123$$

Federal Aid per mile allowable on new work, -

$$\$18,669.00 \times .33123 = \$6,183.73$$

Total Federal Aid allowable on new work, -

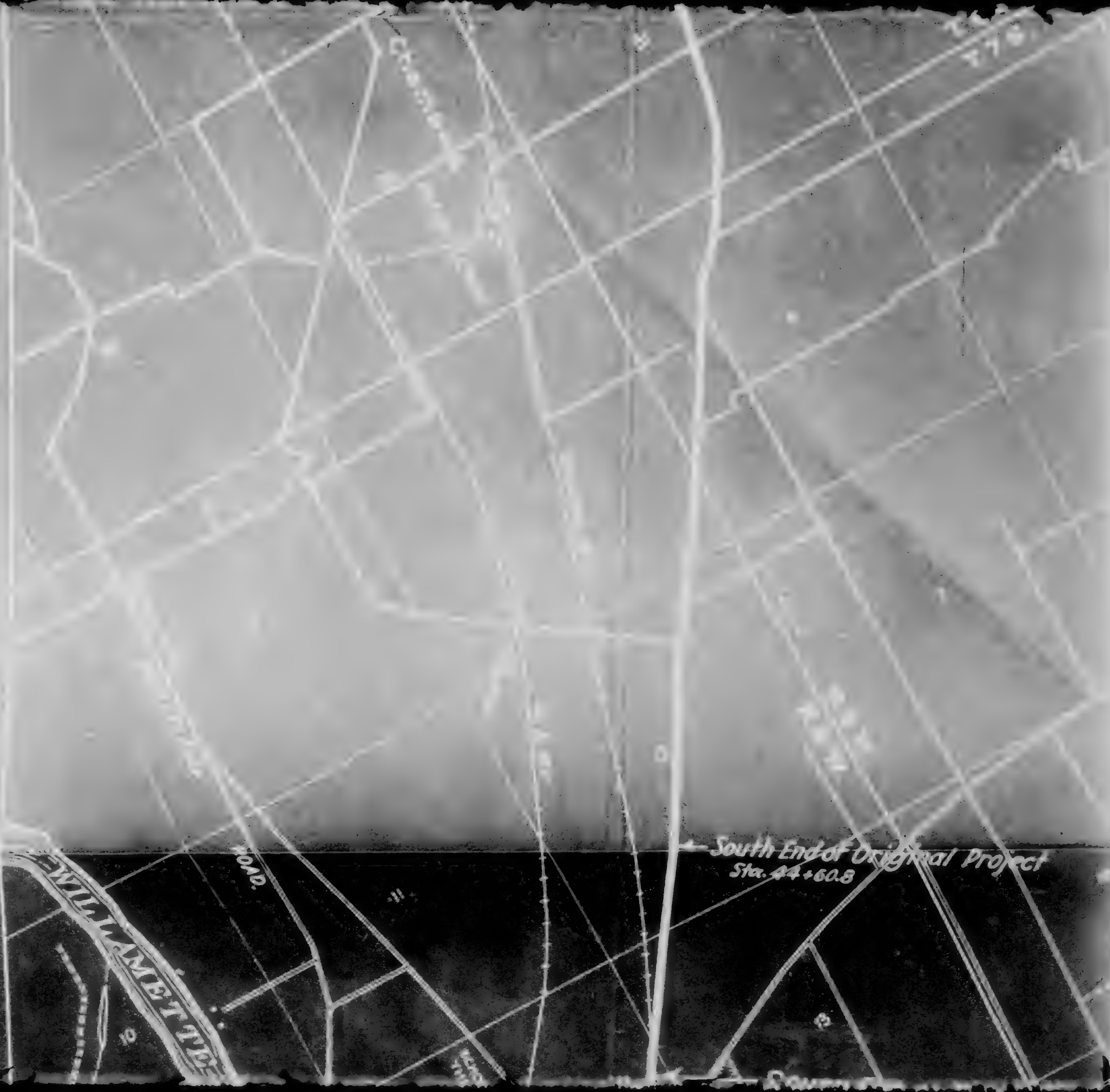
$$4.154 \times \$6,183.73 = \$25,687.21$$

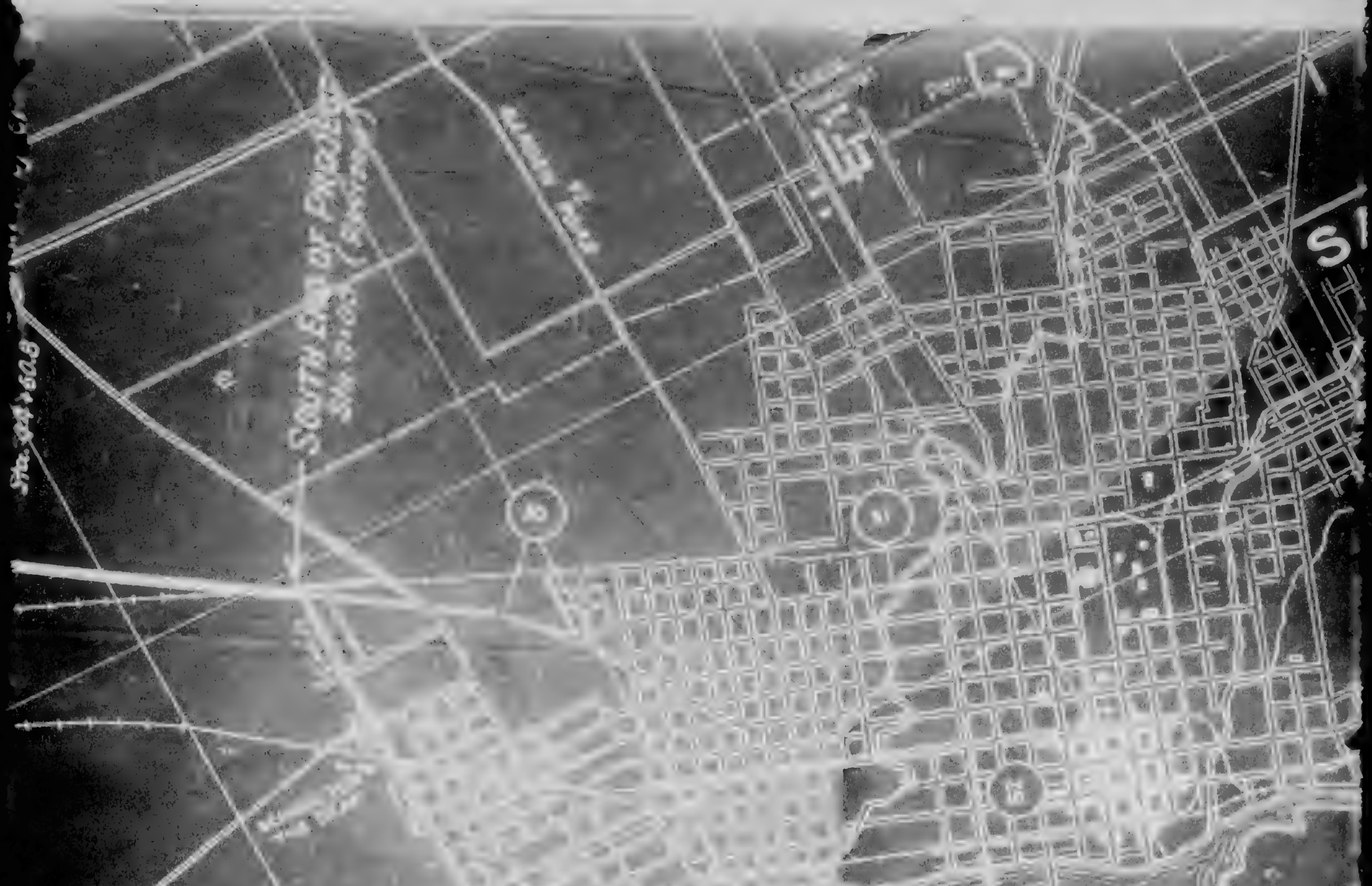
SUMMARY (Based on Low Alternate for New Work)

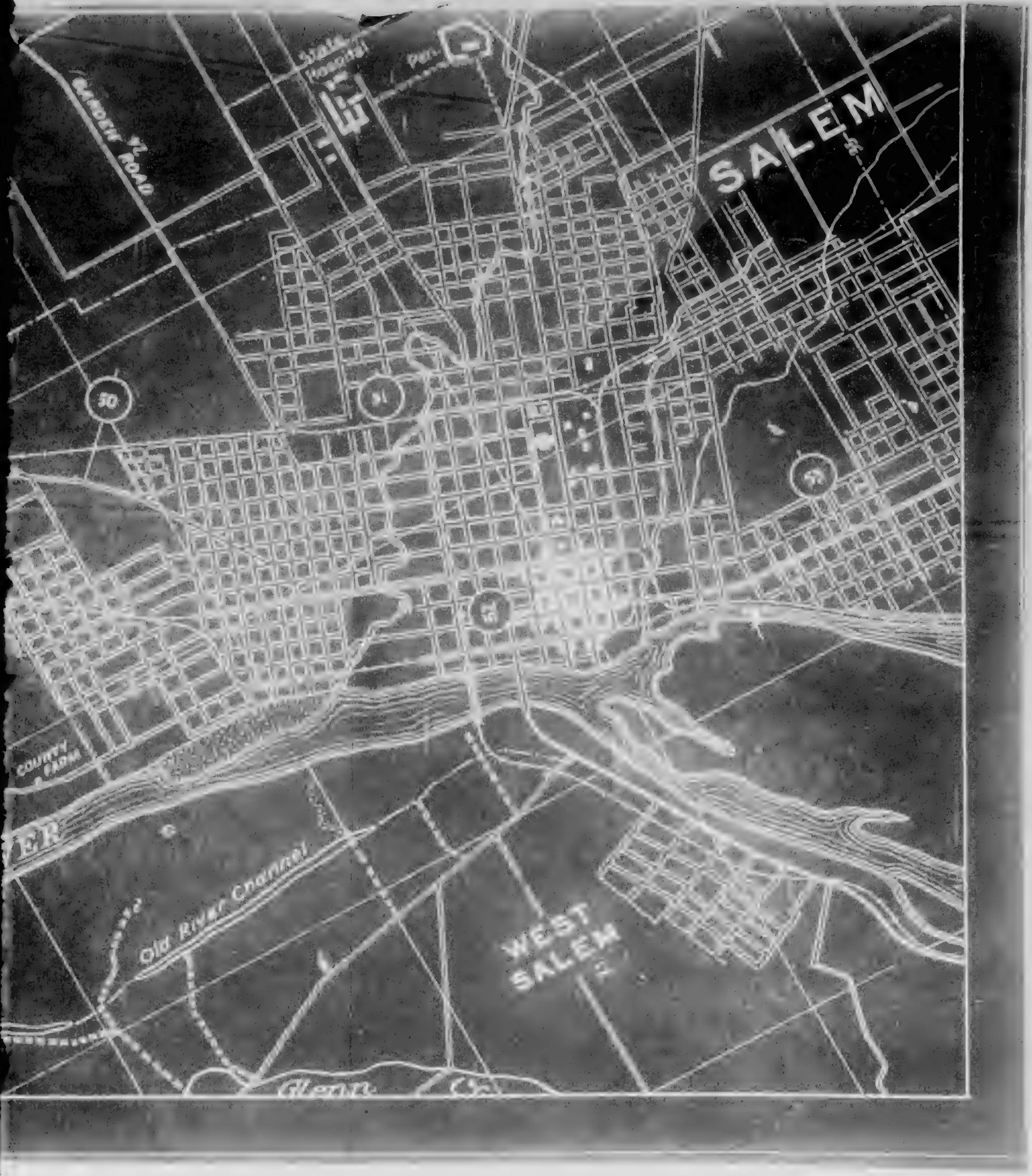
Item	Total Cost	Federal Aid Funds	State Funds
Old Work	$ 111,122.52	$ 55,561.26	$ 55,561.26
New Work	92,281.40	25,687.21	66,594.19
	$ 203,403.92	$ 81,248.47	$122,155.45

OREGON STATE HIGHWAY DEPARTMENT
SALEM - BROOKS SECTION
PACIFIC HIGHWAY
FED. AID PROJECT No. 18
BROOKS
FED. AID

FED.
17S


South End of Original Project
Sta. 44+60.8
ROAD.
WILLAMETTE


South End of Project
Sta. 327+60.8
WILLAMETTE RIVER
Old River Channel
WEST SALEM
Glenn Cr
S


State Hospital
Pen.
GARDEN ROAD
SALEM
50
COUNTY FARM
ER
Old River Channel
WEST SALEM
Glenn Cr

Resolution instructing state highway engineer to make all necessary surveys in connection with improvement of Pacific Highway north from Salem; and

authorizing Attorney to acquire necessary right of way

adopted

COMMISSION

ROY A. KLEIN
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

PR 19

H. B. Glaisyer,
Office.

Dear Sir:

I am offering for the consideration of the Commission at its next regular meeting, or at a special meeting if one is held before the regular meeting, a resolution that should be in the record so as to cover general matters of right of way in connection with the improvement of the Pacific Highway north from Salem.

If any parcels of land have to be acquired by condemnation the usual resolutions will have to be entered in the record, but this is intended to cover matters which are the subject of negotiations only.

Yours truly

J M Devers
J. M. DEVERS

JMD:PW
Inc.

-1 2000 2M 1-32
COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

PR 19

April 15, 1932

H. B. Glaisyer,
Office.

Dear Sir:

I am offering for the consideration of the Commission at its next regular meeting, or at a special meeting if one is held before the regular meeting, a resolution that should be in the record so as to cover general matters of right of way in connection with the improvement of the Pacific Highway north from Salem.

If any parcels of land have to be acquired by condemnation the usual resolutions will have to be entered in the record, but this is intended to cover matters which are the subject of negotiations only.

Yours truly

J M Devers
J. M. DEVERS

JMD:PW
Inc.

Adopted 4/28/32 FR19

RESOLUTION

WHEREAS, that certain state highway known and designated as State Highway No. 1, and otherwise known as the Pacific Highway, was originally constructed along a route or alignment which followed generally the route and alignment of the old county road, and

WHEREAS, the present alignment of said highway involves many sharp curves, abrupt depressions and changes in grade, and other imperfections in alignment and roadbed which in the opinion of the Commission are hazardous and impose upon the general traveling public unnecessary inconveniences, and

WHEREAS, the Highway Commission has heretofore declared its purpose to improve said highway by widening and leveling the grade, eliminating sharp curves and otherwise straightening and improving said alignment, and

WHEREAS, in order to effect such improvement in alignment and roadbed it has been found necessary to procure at various places along said route additional rights of way, THEREFORE,

BE IT RESOLVED, that the state highway engineer be and he hereby is instructed to make all necessary surveys for the purpose of determining the extent and quantity of rights of way needed for said improvement, and said engineer is instructed to furnish the Commission's attorney with all facts, surveys and other data necessary to enable said attorney to procure such additional rights of way.

BE IT FURTHER RESOLVED, that the attorney be and he hereby is instructed to do and perform all things required by law for the accomplishment and acquisition of said rights of way and to negotiate with the owners of the respective properties for the acquisition of the same.

OR 19

The Oregonian.
ESTABLISHED 1850. O.L. PRICE, MANAGER
·DAILY·SUNDAY· ·PORTLAND, OREGON·

Dec. 7, 1931

Mr. Roy A. Klein
State Highway Commission
Salem, Oregon.

Dear Mr. Klein:

NOTED
State Highway Engineer

The other day Simms, cement king, and I were chewing the fat about the new 3-lane road to Salem. Then, and since then, I got to figuring how the road could be widened eventually into four lanes, plus center strip, without tearing up old pavement.

Enclosed is the result. If you plan on wider center strip the program could be altered to handle such. [redacted]

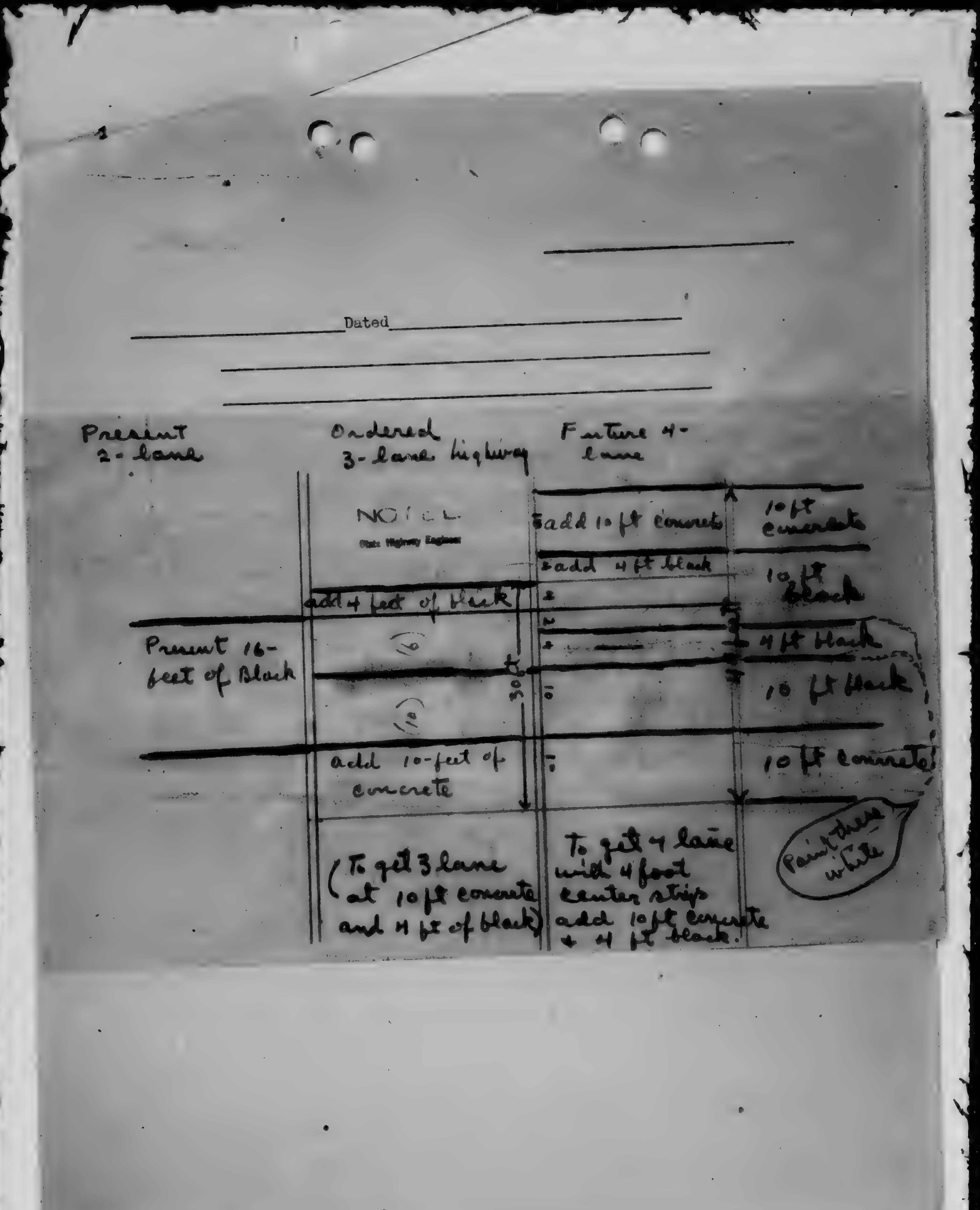
Please consider this just as another outburst from the pestiferous taxpayers- the thing is offered for any possible idea it might give you. Don't bother about acknowledging this note.

Yours,

Edward M. Miller.

This is guaranteed not be to cement propoganda.

RECEIVED
DEC 8 1931



Dated

NOTICE

State Highway Engineer

Present
2-lane

Ordered
3-lane highway

Future 4-
lane

add 4 feet of black

Present 16-
feet of Black

10

10

30

add 10-feet of
concrete

(To get 3 lane
at 10 ft concrete
and 4 ft of black)

5 add 10 ft concrete

5 add 4 ft black

2

2

2

10

10

To get 4 lane
with 4 foot
center strip
add 10 ft concrete
+ 4 ft black.

10 ft
concrete

10 ft
black

4 ft black

10 ft black

10 ft concrete

Paint these
white

CONTRACT# 1364,

PR 167-B Sand Station-Washington State 1932
Line Sec. [redacted]

L364

FORM [illegible] 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

164 B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 7, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

As requested in your letter of May 5th I will have the 100 ft. scale map for thatsection of the Columbia River Highway between Umatilla and the Washington State Line completed immediately.

I have the necessary notes and all revisions will be shown on the detailed location map. I am sending this over to Mr. Swift in order that his office man may do the work, being familiar with the details having worked with Mr. Toole during the entire construction of the same.

Very truly yours,

WC Williams

Division Engineer.

WCW:OG

cc R. H. Baldock.

FORM 5-H-1 15001 500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

1173

May 4, 1934.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
MAY 7 1934

Attention: Mr. M. O. Smith

Dear Sir:

I am enclosing an invoice from the O.W.R.&N.Co. in the amount of $[illegible].96. This invoice covers the installation of an 18" culvert pipe under the tracks of the O.W.R.&N.Co. near Sand Station, which pipe was necessitated by construction of the Sand Station-Washington State Line Section of the Columbia River Highway.

Very truly yours,

WCWilliams

Division Engineer.

WCW:OG
Encl.

cc R. H. Baldock.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

April 11, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
APR 12 1934
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Reference is made to final voucher for Oregon Federal Aid Project No. 167-B, submitted in the amount of $13,160.71.

An error of 20¢ occurs in the addition of the net amounts claimed for roadway and bridges, and the correct total is $13,160.51. The voucher is being recommended for payment in this reduced amount.

The total cost of the grading and gravel surfacing shown on the Summary of Completed Federal Aid work has been corrected to read $228,414.19.

Several typographical errors were noted in our check of this voucher. It is suggested that more care be used in the preparation of vouchers.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

J 26

March 28, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of final voucher in amount $13,160.71 for the Sand Station-Washington State Line Section, Project No. 167-B. Likewise, there are enclosed four copies of a summary of costs of completed Federal Aid work for Project No. 167-B.

Your attention is called to a correction in the length of roadwork for this project. The agreement papers erroneously gave the length of the Juniper Canyon Bridge as 140 lin. ft. or .027 miles, which, deducted from the gross length, resulted in 7.732 miles of roadway. The correct length of the bridge, however, is 240 lin. ft. or .046 mile which results in the correct length of roadway being 7.713 miles. The summary of completed Federal Aid work gives these lengths correctly.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

J 25

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 23, 1934

RECEIVED
JAN 24 1934
OFFICE

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Copies of Supplemental Price Agreement No. 1 on Oregon E-167-B, and the usual statement regarding the final constructed lengths of Oregon E-167-B and C were not received with the final voucher.

As the excess Federal Aid funds on this project must be released in order that we may have an unobligated balance of Federal Aid funds large enough to cover the Federal Aid funds requested for NRH 78-B, and as we cannot recommend payment of the final voucher until these are received, will you please forward this information as soon as possible.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

FORM 2-A-1 10101 10M 7-30

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

161 B

OREGON STATE HIGHWAY COMMISSION

SALEM

January
16th
1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Please be advised that the wig-wag signals have been installed by the Union Pacific railroad at the Jones-Scott spur crossing at Sand Station on the upper Columbia River highway.

Very respectfully,

John Beakey
John Beakey
Traffic Engineer

JB/er

cc J. W. DeSouza

State Highway Engineer
NOTED

January 6, 1934

Mr. W. E. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of final voucher in amount of $4,394.37 for the Sand Station-Washington State Line Section, Project No. E-167-B.

We are, likewise, enclosing three copies of an easement granted by the O. W. R. & N. Company for those portions of their right-of-way which are encroached upon by Project No. E-167-B.

The constructed length of this project is identical to the plans which you now have.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

J-21

~~30 PH~~ 162-B

December 2, 1933

Mr. John Beakey
O f f i c e

Dear Sir:

Please submit a requisition for the purchase of a crossing bell at the Jones-Scott Company spur track at Sand Station in Umatilla County in accordance with Mr. Dahmann's letter of December 1 to me. Advise us when this has been attended to.

Very truly yours,

State Highway Engineer

RHB:HI

LAND
EUGENE
PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

December 1, 1933

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

We are today in receipt of certified copy of Order No. 2174 issued by the Public Utilities Commissioner in the matter of the grade crossing over the Jones-Scott Company spur track at Sand Station in Umatilla County.

This order authorizes the crossing and provides that an electric crossing bell with necessary accessories be installed at the crossing at the expense of the State Highway Commission on or before April 1, 1934. The order also provides that the cost of construction and maintenance of the crossing, together with protective devices, be borne by the applicant, Oregon State Highway Commission.

Yours very truly,

J. M. DEVERS

By J. W. DeSouza

J. W. DeSOUZA
Assistant Attorney

JWD:AW

cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. John Beakey

167-13

November 27, 1928

S. H. Newell & Company,
1020 Board of Trade Bldg.,
Portland, Oregon.

Gentlemen:

Reference is made to our letters of October 22nd and November 14th concerning an extension of time on your contract No. 1564 - Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County.

Please be advised that we have had your application for an extension of time to August 31st on the above contract. As explained in our letters it will be necessary to have the written consent of your surety before the application can be accepted and acted upon.

The warrant covering the final payment is being held pending the receipt of the consent of your surety to the extension. Please secure the consent of surety and forward it to this office at your early convenience so that the final payment can be released.

Very truly yours,

Secretary.

Dict. by J. McFarland.

cc to United States Fidelity & Guaranty Co.,
C. O. Price, Manager,
Porter Building, Portland, Oregon.

Nov, 27, 1933

Mr. H. B. Glaisyer,
[illegible]

Reference is made to the S. H. Newell & Company Cont. #1364 - Sand Station-Wash. State Line Section of the Columbia River Highway.

The original date of completion of the above contract was March 31st, 1933 - The contract was extended to May 31, 1933 and again to July 15, 1933 without penalty. The contract was not completed until August 31, 1933.

The contractors were requested to send in their application on Oct, 3rd which they did. However, they did not submit the written consent of the surety and were advised again to do this on Nov, 14th. To date we have not received the consent of surety and are holding the warrant covering the final payment. Do you want the above warrant held until the consent of surety has been submitted and acted upon by the Highway Commission? Mr. W. C. Williams recommends the granting of the extension without penalty.

J. McF,

How about claims?
Has not been accepted by Comm— ?
Write a smooth letter to Newell with copy to surety - say cannot pay final until surety consents to extension - see me

November 14, 1933

S. H. Newell & Company,
1022 Board of Trade Building,
Portland, Oregon.

Gentlemen:

Please be advised that the time limit on your contract No. 1462 - Rice Hill Section of the Pacific Highway in Douglas County, expires on October 15th, 1933.

According to our records this contract was not completed until October 30th. Please submit your application for an extension of time on this contract to October 30th. Your application must be accompanied by the written consent of your surety on the bond furnished in connection with this contract.

We wish to advise you that we have not yet received the consent of your surety to accompany your application for an extension of time to August 31st on your contract No. 1364 - Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County. Will you kindly secure the consent of your Surety to accompany the application and forward it to this office at your early convenience.

Very truly yours,

Secretary.

Dict. by J. McFarland.

cc to R. A. Collier.

October 20, 1923

S. H. Newell & Company,
1020 Board of Trade Bldg.,
Portland, Oregon,

Gentlemen:

We have your letter of October 18th requesting an extension of time to August 31st on your contract No. 1364 - Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County. [illegible]

Will you kindly furnish us with the written consent of your surety on the bond furnished in connection with this contract, consenting to the extension of time so that our file may be closed.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1364

167-B

November 24, 1933

Shell Oil Company,
1219 Westlake Ave. North,
Seattle, Washington.

Attention: A. C. Ouske.

Gentlemen:

Reference is made to your letter of November 23rd concerning the S. H. Newell & Company Contract No. 1364 - Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County.

Please be advised that the above contract was completed on August 31, 1933 and was accepted October 25, 1933.

Claims on file against the contract are in the sum of approximately $3,000.00.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1364

SHELL
PETROLEUM PRODUCTS

SHELL OIL COMPANY

SHELL BUILDING
1219 WESTLAKE AVE. NORTH

SEATTLE

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

Nov. 23, 1933.

RECEIVED
NOV 24 1933
OREGON
[illegible]MMISSION

Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Re: CONTRACT #1364 - Sand Station - Washington State Line Section of the Columbia River Highway - S. H. NEWELL & CO., Contractors

Will you please advise us what progress has been made on the above contract, giving the percentage of work completed, the expected date of completion, and total amount of liens, if any, already filed?

Will you please advise us immediately of the date of acceptance by your department?

FJH:AH

Yours very truly,

SHELL OIL COMPANY

A. C. GUSKE
Division Credit Manager

#1364

167B

November 13, 1933

The First National Bank of Portland
Portland, Oregon

Attention: A. W. Groth, Vice Pres.

Gentlemen:

This acknowledges receipt of your letter of November 10th with enclosed Assignment of Claim forms whereby S. H. Newell & Company assign to the First National Bank of Portland their final estimate for work performed under State Highway Contract No. 1364 covering construction of the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County; said estimate being in the sum of $6,112.09.

We have already received the consent of the surety to this assignment and will be pleased to see that final payment is made in accordance with the provisions of this assignment.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

NO.1553

THE FIRST NATIONAL BANK
OF PORTLAND

PORTLAND, OREGON

November 10, 1933

RECEIVED
NOV 1 1933
OREGON

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

We inclose herewith in triplicate Assignment of Claim signed by S. H. Newell & Company in the amount of $6,112.00 due under contract #1364 estimate 14 final.

We are advised that the U. S. Fidelity and Guaranty Company, surety on the bond furnished by S. H. Newell & Company, in connection with the work, have given their consent to such an assignment in writing to you.

We shall be pleased to have you acknowledge the Assignment at your early convenience.

Very truly yours

A W Groth
A. W. Groth
Vice President

AWG:GK

FORM 2-A-1 5700 10M 6-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

167B

November 2, 1933.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

Herewith price agreement for the purchase of rock which you agreed to buy from the Newport Construction Company. I made one slight change on this agreement from the amount which you had agreed upon in your discussion with Mr. Newport as the total yardage which he had stockpiled and upon which you based the purchase, included the rock screening material.

Our contract clearly stated that rock screenings should be paid for at the rate of 25¢ per cubic yard. I advised him that it would be impossible to pay him more than 25¢ for this item and he has agreed to this price on the rock screening.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H G Smith

H. G. Smith,
Construction Engineer.

HGS/H

NOTED
[illegible]

#1364

167B

November 2, 1933

The First National Bank of Portland
Portland, Oregon.

Attention: A. W. Groth, Vice Pres.

Gentlemen:

This acknowledges receipt of your letter of October 31st enclosing two copies of the Assignment executed by S. H. Newell & Company whereby the balance due that company for work performed under State Highway contract No. 1364 is assigned to the First National Bank of Portland. This contract was awarded S. H. Newell & Company for construction work on the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County.

The form of assignment presented does not meet with the requirements of the State Highway Commission and the Secretary of State, hence it cannot be honored. We have prepared a new assignment on our standard assignment form, which is enclosed in quadruplicate. Please have this signed by the proper officials of S. H. Newell & Company before two witnesses and return three copies to this office. We will then be pleased to honor the assignment provided the United States Fidelity & Guaranty Company, surety on the bond furnished by the contractor in connection with this project, will write us giving their consent to such assignment without prejudice to the bond.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

NOTED NOV [illegible]
CARL F. SMITH
AUDITOR

Est. 14 - Final $6,112.09
Vou out for sig. 10-23-1933

NO. 1553

THE FIRST NATIONAL BANK
OF PORTLAND

PORTLAND, OREGON

October 31, 1933.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

S. H. Newell & Co., Contractors named in your Contract numbered 1364, dated May 18, 1932, for grading on the Sand Station - Washington State Line, etc., Section on the Columbia River Highway, in Umatilla and Wasco Counties, has applied to this Bank for a loan and, as collateral security therefor, has offered to assign to this Bank the balance owing to it under said Contract.

We have been informed that the work has been fully completed and accepted, and that a final estimate has been prepared, although payment will not be made for a short time. We are enclosing herewith two duplicate originals of the Assignment executed by this Company, which we have agreed to accept provided it is approved by you.

If you find the same in order, we shall thank you to sign the original in the place provided therefor and to return it to us, keeping a duplicate original for your files. We shall also thank you to verify the information hereinabove contained.

Very truly yours,

AW Groth
Vice-President

RECEIVED
NOV 2 - 1933
OREGON
STATE HIGHWAY COMMISSION

KNOW ALL MEN BY THESE PRESENTS that S. H. NEVELL & CO., an Oregon a co-partnership. ~~corporation,~~ S.H.N. hereinafter called the "Company", for and in consideration of the sum ~~of Ten~~ Dollars and other valuable considerations to it in hand paid by THE FIRST NATIONAL BANK OF PORTLAND (OREGON), a national banking corporation, hereinafter called the "Bank", the receipt of which is hereby acknowledged, has sold and assigned and by these presents does sell, assign, transfer and set over unto the Bank all sums of money due or to become due or owing to it under or by virtue of that certain Contract, made and entered into by and between the Company and the Oregon State Highway Commission for the grading on Sand Station, Washington State Line, etc., Section on the Columbia River Highway in Umatilla and Wasco Counties, Oregon, which Contract bears date the 18th day of May, 1932, and is numbered 1364, and also all proceeds derived from said Contract, whether in the form of money, warrants, or bonds, to which the Company may now be or may hereafter become entitled under or pursuant to said Contract, the total balance now owing thereon being in the sum of Sixty-one Hundred Twelve and 09/100 ($6112.09) Dollars or more, which Contract is hereby by reference made a part and portion hereof.

TO HAVE AND TO HOLD the same unto the Bank, its successors and assigns. And the Company does covenant to and with the Bank that it has complied in all respects with the terms and conditions of said Contract and has fully paid and discharged all indebtedness and claims, of every kind and nature, incurred in connection therewith, except claims in the approximate aggregate amount of Four Thousand 00/100 ($4000.00) Dollars, which the Company does agree to pay immediately from the proceeds of the loan this day made by the Bank to the Company; that it has a good right to transfer and assign the balance owing thereon; that no other person whomsoever has any interest whatsoever therein; that there is now due and owing to it not less than the sum of money hereinabove stated and that there are no offsets or counterclaims to the same.

The Company does further authorize and request the Oregon State Highway Commission, or the proper disbursing officer or officers thereof, to pay over and deliver to the Bank the sum of money hereinabove stated, and any/and all other sums now or hereafter to become due or owing under or pursuant to the terms of said Contract, and to accept the receipt of the Bank therefor.

IN WITNESS WHEREOF the Company has caused these presents to be executed on its behalf by its duly authorized officers this 1st day of November, 1933.

S. H. NEWELL & CO.

By Sidney H. Newell
Co-partner

S. H. NEWELL & CO.

By____________________

RECEIPT of a copy of the above Assignment is hereby acknowledged this ______ day of ______________, 1933, with the terms and conditions of which the undersigned does agree to comply.

OREGON STATE HIGHWAY COMMISSION

By____________________

a Co-Partnership S.H.N.

KNOW ALL MEN BY THESE PRESENTS that S. H. NEWELL & CO., ~~an Oregon corporation~~, hereinafter called the "Company", for and in consideration of the sum of Ten Dollars and other valuable considerations to it in hand paid by THE FIRST NATIONAL BANK OF PORTLAND (OREGON), a national banking corporation, hereinafter called the "Bank", the receipt of which is hereby acknowledged, has sold and assigned and by these presents does sell, assign, transfer and set over unto the Bank all sums of money due or to become due or owing to it under or by virtue of that certain Contract, made and entered into by and between the Company and the Oregon State Highway Commission for the grading on Sand Station, Washington State Line, etc., Section on the Columbia River Highway in Umatilla and Wasco Counties, Oregon, which Contract bears date the 18th day of May, 1932, and is numbered 1364, and also all proceeds derived from said Contract, whether in the form of money, warrants, or bonds, to which the Company may now be or may hereafter become entitled under or pursuant to said Contract, the total balance now owing thereon being in the sum of Sixty-one Hundred Twelve and 09/100 ($6112.09) Dollars or more, which Contract is hereby by reference made a part and portion hereof.

TO HAVE AND TO HOLD the same unto the Bank, its successors and assigns. And the Company does covenant to and with the Bank that it has complied in all respects with the terms and conditions of said Contract and has fully paid and discharged all indebtedness and claims, of every kind and nature, incurred in connection therewith, except claims in the approximate aggregate amount of Four Thousand 00/100 ($4000.00) Dollars, which the Company does agree to pay immediately from the proceeds of the loan this day made by the Bank to the Company; that it has a good right to transfer and assign the balance owing thereon; that no other person whomsoever has any interest whatsoever therein; that there is now due and owing to it not less than the sum of money hereinabove stated and that there are no offsets or counterclaims to the same.

The Company does further authorize and request the Oregon State Highway Commission, or the proper disbursing officer or officers thereof, to pay over and deliver to the Bank the sum of money hereinabove stated, and any and all other sums now or hereafter to become due or owing under or pursuant to the terms of said Contract, and to accept the receipt of the Bank therefor.

IN WITNESS WHEREOF the Company has caused these presents to be executed on its behalf by its duly authorized officers this 1st day of November, 1933.

S. H. NEWELL & CO.

By Sidney H. Newell

Co-partner

S. H. NEWELL & CO.

By______________________________

RECEIPT of a copy of the above Assignment is hereby acknowledged this ______ day of __________________, 1933, with the terms and conditions of which the undersigned does agree to comply.

OREGON STATE HIGHWAY COMMISSION

By______________________________

B

#136

167-B

October 25, 1933

United States Fidelity & Guaranty Company,
C. O. Price, Agent,
Porter Building,
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1364 for the construction of the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County has been completed by the contractors, S. M. Newell & Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after November 2, 1933.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $214,050.97. Of this amount$3,535.06 was for force account work.

Very truly yours,

Secretary.

Dist. by J. McFarland.

167-B

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

OREGON STATE HIGHWAY COMMISSION

October 16, 1933

Mr. S. Murray
Chief Engineer
O.-W. R. & N. Co.
Portland, Oregon

Dear Sir:

Please pardon my delay in replying to your letter of September 26 relating to your request that the state reimburse you for the services of two flag men and for repairs to the rock-slide fence near railroad Mile Post 199, the services of the flagmen being made necessary because of highway construction adjacent to this point.

Please be advised that the State Highway Commission will reimburse this company for the cost of flagging and for the reconstruction of the fence on presentation of your voucher.

Very truly yours,

State Highway Engineer

RHB:HI

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

October
14th
1933

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

I am returning herewith a letter from Sam Murray of the O. W. R. & N. Company relative to the payment of two flagmen for flagging at the rock slide at the half viaduct on the Wallula Cut-Off.

Please be advised that I investigated this with Mr. Williams and am of the opinion that it was absolutely necessary for the railroad company to maintain flagmen at this point inasmuch as the need for flagmen was caused by the loosening of rock in the construction of the half viaduct. This bank has recently been resloped and I have instructed Mr. Williams to oil it.

I would recommend that the railroad company be reimbursed for the cost of flagging as well as for the reconstruction of the fence at this point.

Very respectfully,

J. N. Bishop

J. N. Bishop
Maintenance Engineer

JNB/er
encl.

FORM 3010

Standard
10-31-2,500

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

OPERATING DEPARTMENT

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

September 26th, 1933.

Mr. R. H. Baldock, State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:-

The Highway Department is taking down all loose rock and dirt under the concrete half bridge near railroad Mile Post 199, between Umatilla and the Oregon-Washington state line.

As many rocks have come down onto the track it has been necessary for us to put on two flagmen. Also, the work being carried on has resulted in our rock-slide fence being torn down in many places.

I presume it will be in order for me to advise our people that the State will reimburse us for the services of the two flagmen and for repairs to the rock-slide fence. Will you kindly advise?

Very truly yours,

S. MURRAY.

RECEIVED
SEP 28 1933
OREGON
[illegible]

SHIP AND TRAVEL BY RAIL

OREGON
STATE HIGHWAY COMMISSION

FORM 5-M-1 3579 2M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

167-B

October 11, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Attention: Mr. J. M. Bishop

Dear Sir:

Relative to the O.W.R.&N.Co. bill for repair of rock fence and maintenance of flagmen's services in the vicinity of the half viaduct on the newly constructed Wallula Cut-off, I will explain briefly the necessity of the railroad retaining the flagmen and repair of the fence.

Upon completion of the half viaduct by contractor Tom Lillebo, the railroad company was unable to take off their watchmen due to loose rocks rolling down on the tracks. This matter was brought to the attention of Mr. R. H. Baldock by S. Murray, Chief Engineer of the O.W.R.&N. in a letter of August 31st. The letter was referred to me by Mr. Glaisyer, and investigations revealed that conditions were approximately as stated in Mr. Murray's letter. I immediately requested authority to remedy the condition, which authority was granted by you under Minor Betterment order 30 MC-307. Immediately upon completion of the work, it was inspected by the railroad company, and having been performed to their satisfaction, the flagmen were withdrawn.

It appears to me that the claim of the railroad company is justified and the bill should be paid.

Very truly yours,

WCWilliams

Division Engineer.

NOTED

WCW:OW

cc R. H. Baldock

RECEIVED
OCT 13 1933
OREGON
STATE HIGHWAY COMMISSION

167-B

October 10, 1933

Mr. H. F. King, Manager,
E. I. Du Pont De Nemours & Co.,
Hodge Bldg.,
Seattle, Washington.

Dear Sir:

Receipt is acknowledged of your letter of October 6th concerning the S. H. Newell & Company contract in Umatilla County.

Please be advised that this is our contract No. 1364 which is known as the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County, 8.02 miles of grading.

The bond furnished in connection with the contract was written by the United States Fidelity & Guaranty Company for whom C. O. Price who has offices in the Porter Bldg., Portland, Oregon, is resident agent. The contract was completed on August 31, 1933 and has not yet been accepted.

The amount of the retained percentage is $6,430.71.

Very truly yours,

Secretary.

Dict. by J. McFarland.

DU PONT
ESTABLISHED 1802

E.I. DU PONT DE NEMOURS & COMPANY
INCORPORATED
HOGE BUILDING
SEATTLE, WASHINGTON

EXPLOSIVES DEPARTMENT

RECEIVED
OCT 9 - 1933
OREGON
STATE HIGHWAY COMMISSION

Seattle, Washington,
Oct. 6, 1933.

State of Oregon,
Highway Department,
Salem, Oregon.

Gentlemen:

S. H. Newell & Company
Columbia River Highway
Sand Station to Washington
State Line, Umatilla County, Ore.

Will you please let us have the following information in connection with the work as described above:

1. Contract Number
2. Name of Surety Company
3. Agent of Surety Company
4. Date Contract Completed
5. Amount of Retained percentage

6,430.71

Thanking you to let us have this information as promptly as possible, beg to remain,

Yours very truly,

E.F. KING, MANAGER

By

faf/d

167B

October 6, 1933

Memorandum to Mr. Probert:

At the meeting of the Commission held in Salem on October 4th the matter of waiving the penalty imposed on the Newport Construction Company for failure to complete its contract for the Umatilla-Washington State Line Section was discussed. The Commission rescinded its previous action and cancelled the penalty previously imposed.

Yours very truly,

HBG:MC

Secretary

ISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

RECEIVED
SEP 26 1933
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

September 25, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

REFERRED TO
Glaisyer
By State Highway Engineer

Attention: Mr. H. G. Smith

Change
minutes
+
remove
penalty

Dear Sir:

With reference to the claim for $407.94 prepared by the Accounting Department for engineering expenses incurred after July 15th on the Umatilla-Washington State Line Surfacing Project, which amount was to be assessed the Newport Construction Company.

On June 22nd I wrote to Mr. Baldock in reference to the Newport Construction Company's application for extension of time, and at that time I recommended that they be granted an extension to July 15th without penalty, but that if the work were not completed by July 15th, engineering costs subsequent to that date be charged to the contract. Subsequent to this time, however, certain conditions arose in connection with work which delayed the time of completion through no fault of the contractors.

Work on the construction of the main course of the bituminous macadam and the first seal coat, was completed on July 3rd. We did not permit the contractor to begin work on the second seal coat at that time, however, as the first seal coat had not cured sufficiently due to lack of traffic over the highway. The contractor was delayed approximately two weeks before the first seal coat had been cured properly to permit the application of the final seal. Had this not been necessary, the contractor would probably have been able to complete the work by July 15th, and he would have had no engineering penalty assessed to him.

Considering the above mentioned conditions which were not apparent at the time I recommended the engineering penalty, it is my recommendation that the former decision of the Highway Commission be modified, and that no engineering penalty be assessed against the Newport Construction Company

Very truly yours,

W C Williams
Division Engineer.

WCW:CW
cc R. H. Baldock

M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
SEP 26 1933
OREGON
STATE HIGHWAY COMMISSION

September 25, 1933.

IN REPLY PLEASE REFER TO FILE NO. 167-B

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
SEP 26 1933
OFFICE OF
CONSTRUCTION ENGINEER

Attention: Mr. H. G. Smith

Dear Sir:

With reference to the claim for $407.94 prepared by the Accounting Department for engineering expenses incurred after July 15th on the Umatilla-Washington State Line Surfacing Project, which amount was to be assessed the Newport Construction Company.

On June 22nd I wrote to Mr. Baldock in reference to the Newport Construction Company's application for extension of time, and at that time I recommended that they be granted an extension to July 15th without penalty, but that if the work were not completed by July 15th, engineering costs subsequent to that date be charged to the contract. Subsequent to this time, however, certain conditions arose in connection with work which delayed the time of completion through no fault of the contractors.

Work on the construction of the main course of the bituminous macadam and the first seal coat, was completed on July 3rd. We did not permit the contractor to begin work on the second seal coat at that time, however, as the first seal coat had not cured sufficiently due to lack of traffic over the highway. The contractor was delayed approximately two weeks before the first seal coat had been cured properly to permit the application of the final seal. Had this not been necessary, the contractor would probably have been able to complete the work by July 15th, and hence he would have had no engineering penalty assessed to him.

REFERRED TO Glaisyer
By State Highway Engineer
Bring up at next meeting with my O.K. R.H.B.

Approved by Commission 10/4/33 #111

Considering the above mentioned conditions which were not apparent at the time I recommended the engineering penalty, it is my recommendation that the former decision of the Highway Commission be modified, and that no engineering penalty be assessed against the Newport Construction Company

Very truly yours,

W C Williams
Division Engineer.

WCW:OW
cc R. H. Baldock

September 25, 1933.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

The Accounting Department has prepared a claim against the Newport Construction Company for $407.94 for engineering expenses incurred after July 15th.

It is quite apparent that Newport will make violent objection to this charge and without doubt will have considerable effect in closing up his final, therefore if the later progress of the job had any bearing on the question of engineering penalties or would lead you to reconsider the matter, it is advisable that you submit your report immediately in order that full information be had prior to any discussion with Newport.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

167B

October 3, 1938.

Mr. Sam Murray,
Chief Engineer,
Union Pacific System,
Portland, Oregon.

Dear Sir:

Reference is made to yours of September 21st, relative to the grade crossing near Sand Station.

We are glad to know that the wig-wag will be placed at once and that the crews are flaging in both directions while working over the crossing.

In regards to additional warning signs being placed, it has been our practice to place these signs from 350 to 500 feet from the crossing, the distance depending upon driving conditions such as grade, curves, sight distance, etc. This is the practice of most states. It has been found that signs, especially warning signs, that are placed too far from the point of danger lose their effectiveness and additional signs do not appear to help any.

We feel that it is not necessary to place additional warning signs but we are having our Mr. Beakey, Traffic Engineer, make an inspection and if additional signs will reduce hazardous conditions they will be placed.

We wish to thank you for your close cooperation in these matters and for calling it to our attention.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

CC to

W. C. Williams
John Beakey

FORM 3010 Standard 10-31-2,500

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

OPERATING DEPARTMENT

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

September 21st, 1933.

RECEIVED
SEP 26 1933
OFFICE OF
CONSTRUC[illegible]

Mr. R. H. Baldock, State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:-

Referring to phone conversation with Mr. H. G. Smith, in regard to situation at Sand, with respect to flagging crossing, etc.:

Our Superintendent advises that at the present time crews working over the crossing flag in both directions. This makes it unnecessary to put on an additional man, for whom you offered to pay.

We are arranging to put in the wig-wags as soon as we can get material assembled. Mr. Finch wrote me from on line on the 19th inst., however, that in passing the point he noticed that automobiles approaching from the east came up over a little hump which is not far from the railroad crossing and he suggests that the State should put up some advance warning signs so that motorists may have some greater period of warning than they would have merely from the wig-wag signals.

Will you kindly let me know what I may say to him in regard to this?

REFERRED TO
H. G. Smith
By ~~State Highway Engineer~~

Please write a
reply for me.
RHB.

Very truly yours,

S. MURRAY.

RECEIVED
SEP 21 1933

SHIP AND TRAVEL BY RAIL

167-B

October 3, 1933

S. H. Newell & Company,
1020 Board of Trade Bldg.,
Portland, Oregon.

Gentlemen:

Please be advised that the time limit on your contract No. 1364 for the construction of the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County, expired on July 15, 1933.

According to our records the above contract was not completed until August 31, 1933. Please make application for an extension of time up to and including the actual date of completion. Your application must be accompanied by the written consent of your surety on the bond furnished in connection with the contract.

Very truly yours,

Secretary.

Dict. by J. McFarland.
cc to W. C. Williams.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

September 30, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
OCT [illegible] - 1933

Dear Sir:

Final inspection of Oregon E-167-B Sand Station-State Line Section, Wallula Cutoff Columbia River Highway, was made by a representative of this office on September 7, 1933. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By A. H. Benedict
Asst. Highway Engineer

FORM 5-M-1 9979 3M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

167B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

September 11, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Newport Construction Company
217 Governor Building
Portland, Oregon.

NOTED
State Highway Engineer

Gentlemen:

Relative to the purchase of crushed rock which was left over from bituminous macadam construction on the Umatilla-Washington State Line Surfacing Project. I am sorry to Advise that we are unable to purchase this rock at this time as it would be necessary to purchase the rock with State money, and there is no money available for such purchases at this time.

One of the principal reasons for the present form of contract which provides for crushed rock in bituminous macadam is so that only sufficient rock will be furnished for the job as the State Highway Commission does not consider it expedient, even though funds were available, to tie up State money for rock which will not be needed for several years.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW

cc R. H. Baldock ✓

RECEIVED
SEP 12 1933
OREGON
STATE HIGHWAY COMMISSION

167B

September 6, 1932.

Mr. E. Murray,
Chief Engineer,
Union Pacific,
Pittock Block,
Portland, Ore.

Dear Sir:

It has occurred to us that since the installation of the Wig-Wag at Sand Station was ordered by the Public Utilities Commissioner that we were unauthorized by private agreement to defer this installation until next year. We request therefore that you go ahead with the installation of the Wig-Wag billing us for the cost as set forth in the order of the Commissioner.

In the meantime if you would use unusual care in spotting cars across this crossing, sending out flagmen each way when about to spot cars, it would be appreciated. If there is any additional cost in connection with this flagging we will be glad to reimburse you until such time as the Wig-Wag is in operation.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

FORM 8-M-4 8075 3M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

167-B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

September 6, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. J. N. Bishop

Dear Sir:

I am submitting Minor Betterment work order 30 MC-507 in the amount of $400.00, which order covers the sloping and removal of loose rock underneath the half-viaduct constructed on the Umatilla-Washington State Line Section of the Columbia River Highway.

Test holes were dug along the face of the cliff to determine the proper footings for the half-viaduct, and the action of the wind in blowing the loose material caused the rocks to ravel down on the railroad track, and it has been necessary for the railroad company to keep flagmen stationed at this point.

This work was not covered in the contract, and it is therefore necessary to perform the work with State Forces. Your early approval of this order will be appreciated to the end that railroad flagmen may be released as soon as possible.

Very truly yours,

W C Williams

Division Engineer.

WCW:CW
Encl.

cc R. H. Baldock
cc C. B. McCullough

167-B

August 16, 1935

Mr. A. O. Stuberg, Manager
Hoge Building
Seattle, Washington

Dear Sir:

Reply is made to your letter of August 14 regarding contracts under performance by S. H. Newell & Company for the Oregon State Highway Commission.

The contractual relations between the above-named contractor and the State Highway Commission have been satisfactory and we would invite this contractor to bid on future highway work in Oregon.

The Sand Station-Washington State Line Section job is State Highway Contract No. 1364. The work contemplated under the original contract is complete; however, the contractor was required to do some extra work which is still under way. We have not yet been advised of the date of completion; therefore, cannot give you such information. We have paid under this contract the sum of $207,928.18. Our retained percentage is $6,330.71.

Regarding the Rice Hill job will state that this is State Highway Contract No. 1468. This project is still under way; the estimated date of completion is August 31, 1935. We have paid the contractor for this work $14,046.71. Our retained percentage is $2,288.75.

Very truly yours

Secretary

HBG:AJ

Aug, 15, 1933

S. H. Newell & Company contracts:

No. 1364 - Sand Station-Washington State Line Section - Umatilla County -

Paid to date $207,926.18 - Retained $6,530.71 -

The above contract is practically complete with the exception of finishing the hand rail on a bridge which was added to their contract.

No. 1468 - Rice Hill Section - Douglas County -

Paid to date $14,046.71 - Retained$2,868/75 -

Will be completed about August 31, 1933.

MASSACHUSETTS BONDING AND INSURANCE COMPANY
HOME OFFICE, BOSTON, MASSACHUSETTS
FIDELITY AND SURETY BONDS AND CASUALTY INSURANCE

NORTHWEST DEPARTMENT
A. O. STUBERG, MANAGER
HOGE BUILDING
TELEPHONE: MAIN 4400

SEATTLE, WASHINGTON

RECEIVED
AUG 15 1933

August 14,1933

Oregon Highway Commission
Salem,Oregon

Gentlemen:

Re: S. H. Newell & Company

One of our Oregon agents has taken up with us the writing of contract bonds for this firm in connection with its construction activities. We always want to know if the experience and relations of the Highway Department with the contractor have been satisfactory and how the contractor is regarded in all respects.

At the same time we would like to know if the contractor has completed the Sand Station-Washington State line job and if so, the date of final acceptance. We would also like to know the amount of the final estimate and the retention.

Will you also please advise us if the Rice Hill job is completed at this time.

Very truly yours,

A O Stuberg

A. O. STUBERG

AOS:MO

Jim give me the status #1364 - Uma.
#1468 - Douglas

[illegible]

16-7-B

August 12, 1933

W. H. Lynch, District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon

Dear Sir:

Reply is made to your communication of August 11th wherein you give criticism of the excess screenings on the second seal coat on the Wallula Cut-off.

I agree with you that the photograph illustrates that more materials were used than were required. However, you may rest assured that it will not cause corrugation of the bituminous macadam. Large stones, when they are once lock and keyed, will not move. In most cases of this kind the screenings are rapidly brushed by traffic onto the shoulders and, if this has not occurred, I will ask Mr. Williams to blade the excess material onto the shoulders. These materials will serve to give a finer coating on the shoulders and will not be wasted. We have had other instances where an excess of screenings caused the appearance of corrugation until they have been brushed off.

I will ask Mr. Williams to report on the amount of screenings used on this second coat and weather conditions at the time the screenings were applied. The amount of screenings that the asphalt will absorb is largely a function of temperature. However the specifications have been very carefully worked out through many years practice and, in general, it is the approximate quantity required.

Very truly yours,

RHB:MC

State Highway Engineer

cc - H. C. Smith
W.C. Williams - Please furnish information requested and blade off excess gravel reporting on the corrugation feature mentioned. I don't believe it possible for bituminous macadam to corrugate. Will appreciate your advice on conditions as you find them. I am attaching correspondence with photograph from Mr. Lynch.

R. H. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

August 11, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

On a recent inspection of Oregon E-167-B, Wallula Cut-off, it was noted that an excess of screenings following the second coat had been placed on the project.

It would appear that the excess of screenings will cause corrugations that in time may produce a very rough surface on the oil. This is the first project coming to our notice where such a large quantity of screenings was used on the second seal, and while those probably will later be bladed upon the shoulders, we are not in sympathy with this method.

We are assuming that the excess screenings are to be bladed on the shoulders, and if that is not the case please advise. A photo showing loose screenings is attached.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FORM 5-M-5 5079 2M 10-30

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

167-B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

August 5, 1933.

RECEIVED
AUG 7 - 1933
OREGON
STATE H[illegible] COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon.

Attention: Mr. M. G. Smith

NOTED
State Highway Engineer

Dear Sir:

I am enclosing a price agreement executed by the S. H. Newell Company covering payment for culvert pipe left over upon completion of the Sand station-Washington State Line Grading Project.

Very truly yours,

W. C. WILLIAMS,
Division Engineer.

WCW:OW
Encl.

cc R. H. Baldock.

#1364

167-B

August 1, 1933

United States Fidelity & Guaranty Company,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to S. H. Newell & Company for the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County, Contract No. 1364. This payment will be made on or after August 11th, 1933.

Kindly acknowledge receipt of this letter.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1427

167B

July 10, 1938

Mr. Roscoe Krier
Attorney at Law
The Dalles, Oregon

Dear Sir:

This acknowledges receipt of the carbon copy of your letter of July 7th directed to the Newport Construction Company of Hermiston regarding the claim of Mr. W. J. Walsh against the Newport Construction Company for services rendered by him in connection with their contract No. 1427 covering the surfacing of the Umatilla-Washington State Line Section of the Columbia River Highway in Umatilla County.

This claim is being noted in the records of this project.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

ROSCOE KRIER
Attorney at Law
The Dalles, Oregon

July 7, 1933

Newport Construction Co.
Hermiston, Oregon

Gentlemen;

I am replying to your letter of June 28, 1933 relative to a claim for labor, that has been filed against you by Mr. Walsh of this city and a former Resident Engineer on the Oregon State Highway Commission.

An itemized expense account has been rendered by Mr. Walsh which includes a charge for the use of his private automobile, on your job and also miscellaneous expenses, which were authorized by you which amounts to a total of $66.95. You have remitted but $44.25 which leaves a balance due of $22.70.

Furthermore, Mr. Walsh denies your allegation that he made any arrangements with Mr. Newport for the cancellation of the payment for his services rendered from May 8th to May 15th, as stated by you in your recent letter. I can conceive of no real reason why he should do so nor why Mr. Newport or yourselves should expect him to do so and in my opinion, it is almost ridiculous to assume that any one would do so and I am strongly convinced that Mr. Walsh would not think of donating his time and services to you for several days, for the consideration of his room rent at a Hermiston Hotel. That question is too absurd for further consideration.

I am in a position to be personally familiar with Mr. Walsh's abilities as a road builder and the high quality of his work and his record and standing as a construction engineer can be easily established and substantiated throughout the State of Oregon and if necessary, from the Atlantic to the Pacific. He is regarded by the contractors and engineering profession as a specialist in the kind of work that you employed him to do and I am prepared to prove that he did render valuable service and advice to you. I am also familiar with the salary that is paid by construction outfits, for that brand of service and I want to say that I was throughly astonished to know that you are attempting to settle with Mr. Walsh for less that you are paying to a common laborer, to-wit $3.84. per day.

You did not have a man in your organization that could qualify to manage a bituminus macadam paving operation and that is why you solicited the services of Capt. Walsh to take charge of the macadam construction; and I am strongly of the opinion that you would have a better job to turn over to the State, when you are finished, if you had kept Capt. Walsh right

Newport Constru[illegible] C.
Hermiston, Oregon
Page 2

thereon the job. I expect to show that your rock crushing operations and all preliminary work essential to the building of a good pavement, were very poorly handled and that up to the time that Mr. Walsh took charge, you did not have an adequate plan of procedure for conducting the work, nor was your equipment of the proper type and amount.

You have remitted a total sum of $147.90 which amount includes the sum of $44.25 on the expense accounts items and leaves the small sum of $103.65 to cover wages from May 8th to June 3rd. This makes a daily wage of $3.84 or less that .35 per hour for the time that Capt. Walsh actually worked for you. The above amount is less than the wages that you are paying the pick and shovel men, and less than half the amount that you are paying for truck drivers and blademen.

Both Mr. Walsh and I are totally dissatisfied with your offers so far, as any ordinarily prudent man can see how rediculous they have been. If you care to make a settlement of this claim, we will be willing to listen to any reasonable offer within one week from the date of this letter, other wise it will be necessary to bring legal action against you, which of course will add costs and attorney's fees to the judgment.

Sincerely yours,

RK/FB Roscoe Krier

c.c. OREGON STATE Highway Com. Salem.
ATTN. MR. GLAISER - SECY.

Copy

#1391

167-13

July 1, 1935

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We have received notice from the Secretary of State that the claim of Chas. R. McCormick Lumber Company against you, in the sum of $1,019.00, in connection with State Highway Contract No. 1386, construction of bridge over Juniper Canyon on Columbia River Highway in Umatilla County, has been satisfied.

We are correcting our records in conformance therewith.

Very truly yours

Secretary

HDG:AJ

cc C. O. Price, Manager
1208 Porter Building
Portland, Oregon

cc Chas. R. McCormick Lumber Co.
McCormick Terminal
Portland, Oregon

117-B

July 1, 1933

S. H. Newell & Company
1020 Board of Trade Building
Portland, Oregon

Gentlemen:

This is to advise you that the time limit on your contract No. 1364 for the construction of the Sand Station-Washington State Line Section of the Columbia River Highway expired on May 31, 1933. Please make application for further extension of time on this contract.

Your application must be accompanied by the written consent of your surety.

Yours very truly
STATE HIGHWAY COMMISSION

By

JM:MC

Secretary

cc - W. C. Williams

#1427

167-B

June 30, 1933

Hartford Accident & Indemnity Company
% Jewett, Barton & Leavy
Lewis Building
Portland, Oregon

Gentlemen:

Attached is copy of letter which we have received from Roscoe Krier which indicates that W. J. Walsh has a claim against Newport Construction Company in connection with its contract for the surfacing of the Umatilla-Washington State Line of the Columbia River Highway in Umatilla County.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Newport Construction Co.
517 Governor Building
Portland, Oregon

June 27, 1933

Newport Construction Company
Hermiston, Oregon

Gentlemen:

I am informed by W. J. Walsh, a civil engineer of this city, that you are indebted to him for services rendered and expenses, and also he desires compensation for the use of his private car during your construction project on the Oregon State Highway during the months of May and June.

An account has been rendered to you, and I ask that you mail remittance either to me or to Mr. Walsh within the next week. If you do not take care of this matter promptly, it will be necessary to start legal action against you.

I am mailing a copy of this above letter to Mr. Glanzier, secretary of the Oregon State Highway Commission at Salem, Oregon.

Sincerely yours,

Roscoe Krier

RK:B

#1364
167-B

H. B. G.

Cont. #1364 - said [illegible]
ted within [illegible]
is $15,447.9[illegible]
in addition [illegible]
[illegible]

June 30, 1935

Mr. S. Murray, Chief Engineer
O-W. R. R. & N. Company
Pittock Block
Portland, Oregon

Dear Sir:

Reply is made to your letter of June 28 in which you ask to be advised when we expect to make final payment to S. H. Newell & Company in connection with its contract for the highway work between Umatilla and Oregon-Washington state line.

The contract to which you refer is State Highway Contract No. 1364 — 8.02 miles of grading of Sand Station-Washington State Line Section of Columbia River Highway in Umatilla County.

Our records show that the job will be done within two weeks; also, that our retained percentage is $15,447.98 and that the value of the incompleted work amounts to about $3,448.50, making a total of approximately $19,000, which will be due and payable to the contractor as soon as the work is finished.

We cannot advise you definitely when final payment will be made. The probabilities are that we will release the semi-final payment prior to the final. Usually this is done as soon as the field notes are submitted by the engineer on the job. If the work is completed in two weeks, it is likely that such semi-final payment will be paid about the first of August.

In connection with this project, S. H. Newell & Company furnished the State with a surety bond for the protection of claims and all just dues, debts and demands incurred against the project. This bond was written by United States Fidelity & Guaranty Company for which C. O. Price is local manager with offices in the Porter Building, Portland.

Very truly yours

HBG:AJ

Secretary

June 30, 1933

#1364

Standard 10-31-2,500

B. G.

Cont. #1364 - Sand Station-Wash. State Line Section will be completed within the next ten days or two weeks. The retained percentage is $15,447.98 and the contractor will earn approximately $3,448.50 in addition to this to complete the contract. Exact date of final payment cannot be given.

J. McF.

, OREGON

h, 1933.

Salem, Oregon.

Dear Sir:-

I will appreciate it if you will advise me when you expect to render final payment to S. H. Newell & Company in connection with their contract for work between Umatilla and Oregon-Washington state line, as we wish to take whatever measures are necessary for the protection of our account against this firm in connection with damage to our track and other items of cost incident to their operations under this contract.

Will also appreciate it if you will advise as quickly as possible the amount of the payment which will be due that concern.

Very truly yours,

S. MURRAY.

#1264

FORM 3010

Standard
10-31-2,500

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

OPERATING DEPARTMENT

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

June 28th, 1933.

RECEIVED
JUN 1933

Mr. R. H. Baldock, State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:-

I will appreciate it if you will advise me when you expect to render final payment to S. H. Newell & Company in connection with their contract for work between Umatilla and Oregon-Washington state line, as we wish to take whatever measures are necessary for the protection of our account against this firm in connection with damage to our track and other items of cost incident to their operations under this contract.

Will also appreciate it if you will advise as quickly as possible the amount of the payment which will be due that concern.

Very truly yours,

S. Murray

S. MURRAY.

147B

June 22, 1933

Newport Construction Company
327 Governor Building
Portland, Oregon

Gentlemen:

Reference is made to our letter to you of May 18th, in regard to Price Agreement No. 1 executed by you on the Umatilla-Washington State Line surfacing project, in which letter we asked your permission to insert in the executed price agreement the following words:

"The prices herein given for hauling the material stated are intended to and shall supersede the contract prices for said items in so far as the same apply to such materials delivered between Station 631 and Station 1040+69.4."

To date, we have not received an answer to our letter of May 18th. We would appreciate your consideration of this matter at your earliest convenience.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by R. Alvick/ER

May 18, 1933

Newport Construction Company
317 Governor Building
Portland, Oregon

Gentlemen:

Reference is made to Price Agreement No. 1 executed by you on the Umatilla-Washington State Line section of the Columbia River Highway in Umatilla County, this being State Highway Contract No. 1427.

It is noted that this price agreement covers modified prices for the hauling of all stock pile maintenance materials and all rock screenings to be used as filler which are to be delivered between Station 631 and Station 1040+69.4. The price quoted is 5.5 cents per yard mile, whereas the contract price for hauling crushed rock, pile measure, is ten cents per yard mile and the contract price for hauling filler is fifteen cents per yard mile.

Our understanding of the situation is that the contract contemplates the securing of materials for stock piled crushed rock and for such filler as may consist of screen rejects from two sources, which program would involve appreciably less pay haul than will be involved if all of the materials in question are secured from one quarry site. We further understand that the reduction in the haul prices now is made on account of the fact that you desire to use only one quarry site and the changes made are to equalize the cost to the State for hauling materials arising out of such election on your part.

It is suggested that in order to clarify the matter somewhat we have your permission to insert in the executed price agreement the following words: "The prices herein given for hauling the material stated are intended to and shall supersede the contract prices for said items in so far as the same apply to such materials delivered between Station 631 and Station 1040+69.4." In case the inclusion of this clause meets with your approval and you also approve the contents of and the statements made in this letter, kindly sign the approval on the attached copy of this letter and return the same to us.

Yours very truly,

JWD:AW

R. H. BALDOCK
State Highway Engineer

ISSIONERS
SLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

May 16, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

The attached price agreement on the Umatilla-Washington State Line Section is to prevent any extra cost to the State by reason of the fact that the Newport Construction Company has decided to operate the entire Umatilla-Washington State Line Section from one quarry.

Our specifications contemplate the use of two quarries, with maintenance material distributed from each quarry. There was nothing in our contract which demanded the use of two quarries but the contractor agreed to haul the material for us at the same price which it cost him and therefore permit us to arrange the stock piles in an economical a manner as we had originally contemplated.

The attached price agreement is therefore to that end.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H G Smith

H. G. Smith,
Construction Enginee

REFERRED TO
De Souza
[illegible] State Highway Engineer

Is this ok by Burdens. RHB

HGS/H

CC to
W. C. Williams

FORM D-H-1 5370 2M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

June 22, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing an order for extra work on the Umatilla-Washington State Line Surfacing project in the amount of $650.00. This work order covers the reconstruction of a 700 ft. section of the Old Oregon Trail at the junction with the Columbia River Highway near the west end of the Umatilla over-crossing. We find that in order to secure a suitable connection it will be necessary to reconstruct the grade of the Old Oregon Trail, which reconstruction consists principally of raising the grade over a curve in order to secure better connection with super-elevation on the Old Oregon Trail, and eliminate the present dip in the grade line at the end of the newly constructed Umatilla State Line Section.

At this time it does not appear that it will be necessary to allocate additional funds for this work.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
Encl.

cc R. H. Baldock.

NOTED
State Highway Engineer

Newport Construction Co.

RAILROAD and HIGHWAY CONTRACTORS
ROCKCRUSHING and IRRIGATION WORK

H. R. NEWPORT
PRESIDENT-TREASURER
ROBT. BROOKE
SECRETARY
L. J. SHANNON, C. E.

INCORPORATED 1904
TELEPHONE
ATWATER 7208

Skill, Integrity Responsibility
317 EXCHANGE BLDG. PORTLAND, ORE.

4-7-P.

Umatilla - Wash. 2 mi

Hermiston, Oregon. June 21, 1933.

S.H. Probert, Office Engineer,
Oregon State Highway Commission.
Salem, Oregon.

Dear Mr. Probert:

Ross asks me to advise you that we have received the estimate voucher for this work up to June 11th. and have signed same and returned it to Salem. Also to let you know that our financial status has not improved in the last month and that we are just as anxious as before that the estimate check may reach us at this address as soon as possible.

So we want to feel that we can rely upon your kind offices to watch out for the check to the end that it may not be waylaid or hindered in its progress through the departments, but reach us at the earliest possible date. For this service we shall feel properly grateful.

Yours very truly,

Robt Brooke, Secy.

FORM 2-91-1 8579 2M 10-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

167 B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. [redacted] DIVISION ENGINEER
[redacted]

June 19, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing a Price Agreement covering the construction of a stone handrail on the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County. This hand rail is to be construsted on top of the rubble masonry retaining wall which was constructed along the large railroad cut. Mr. Newell will sub-let this handrail to Tom Lillebo, bridge contractor.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
Encl

cc R. H. Baldock.

NOTED
State Highway Engineer

June 6, 1938

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith six copies of substitute estimate for the Sand Station-Washington State Line Section, Project No. 16[illegible], which estimate has been revised to include an extension to the [illegible] viaduct at station 751+26 - 753+00.

Under separate cover, four blueprint copies of sheet number 6 of the plans are being sent, which sheet has been revised to show the additional structure to be constructed.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Project No. 167-3

SAND STATION-WASHINGTON STATE LINE SECTION OF THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY

(Substitute Estimate for Vouchering.)

Salem, Oregon, June 6, 1933

UNIT NO. 3 (Contract Prices)

73,000	cu. yds.	Common Excavation	$ 0.18	low bid	$ 13,140.00
64,000	cu. yds.	Intermediate Excavation	0.18	"	11,520.00
124,000	cu. yds.	Solid Rock Excavation	0.66	"	81,[illegible].00
66,000	yd. sta.	Overhaul	0.01	"	[illegible].00
158,000	yd. mi.	Truck Haul	0.10	"	15,[illegible].00
18,000	cu. yds.	Gravel Topping	0.15	"	2,[illegible].00
51,000	yd. mi.	Hauling Gravel Topping	0.10	"	5,100.00
900	cu. yds.	Dry Rubble	4.00	"	3,600.00
180	cu. yds.	Cement Rubble Masonry	10.00	"	1,[illegible].00
800	lin. ft.	18" Culvert Pipe	1.40	"	1,120.00
120	lin. ft.	24" Culvert Pipe	2.50	"	[illegible].00

$ 138,414.00

Lump Sum Reduction [illegible].81

$ 133,570.19

UNIT NO. 4 (Contract Prices)

13,000	cu. yds.	Common Excavation	$ 0.18	low bid	$ 2,[illegible].00
54,000	cu. yds.	Intermediate Excavation	0.16	"	8,640.00
77,000	cu. yds.	Solid Rock Excavation	0.54	"	41,[illegible].00
85,000	yd. sta.	Overhaul	0.01	"	[illegible].00
19,000	yd. mi.	Truck Haul	0.10	"	1,[illegible].00
17,000	cu. yds.	Gravel Topping	0.15	"	2,[illegible].00
26,000	yd. mi.	Hauling Gravel Topping	0.08	"	2,080.00
160	cu. yds.	Riprap	1.50	"	240.00
100	cu. yds.	Dry Rubble	4.00	"	400.00
1,000	lin. ft.	18" Culvert Pipe	1.40	"	1,400.00
300	lin. ft.	24" Culvert Pipe	2.20	"	[illegible].00
100	lin. ft.	36" Culvert Pipe	4.00	"	400.00

$ 62,790.00

Lump Sum Reduction 1,080.00

$ 61,710.00

HALF-VIADUCT (Sta. 751/26 - Sta. 755/00)

50	cu. yds.	Excavation	$ 2.00	low bid	$	100.00
95	cu. yds.	Class "A" Concrete	19.00	"		1,805.00
77	cu. yds.	Class "D" Concrete	19.00	"		1,463.00
34,000	lbs.	Metal Reinforcement	0.042	"		1,428.00
300	lin. ft.	Stone Handrail	2.00	"		600.00
					$	5,396.00
		Lump Sum Reduction				535.00
					$	4,861.00

EXTENSION TO HALF-VIADUCT (Sta. 749/66 to 751/26)

150	cu. yds.	Excavation	$ 2.00	(agreed unit price)	$	300.00
48	cu. yds.	Class "A" Concrete	17.00	" " "		816.00
82	cu. yds.	Class "D" Concrete	18.00	" " "		1,476.00
24,000	lbs.	Metal Reinforcement	0.045	" " "		1,080.00
40	lin. ft.	Stone Handrail	2.00	" " "		80.00
20	cu. yds.	Class "A" Concrete in Slab Extension	15.00	" " "		300.00
					$	4,052.00

Sub-total, Roadway	$ 203,993.19
10% Engr. & Cont.	20,399.31
Total, Roadway....................	$ 224,392.50

JUNIPER CANYON BRIDGE (Sta. 815/80 to Sta. 818/20)

440	cu. yds.	Excavation	$ 1.25	low bid	$	550.00
240	cu. yds.	Class "A" Concrete	16.00	"		3,840.00
195	cu. yds.	Class "D" Concrete	16.00	"		3,120.00
70,000	lbs.	Metal Reinforcement	0.037	"		2,590.00
60	M-FBM	Lumber and Timber	56.00	"		3,360.00
500	lin. ft.	Composite Handrail	2.00	"		1,000.00

	$ 14,460.00
Lump Sum Reduction	135.00
	$ 14,325.00
10% Engr. & Cont.	1,432.50
Total..........................	$ 15,757.50

Length of Roadway		7.752 mi.
" of Juniper Canyon Br.	140.0 ft.	.027 mi.
" of Project		7.780 mi.

Cost per mile, roadway $ 29,021.27

State funds for Construction: Chap. 175, Laws 1917; Chap 51, laws 1920
State funds for Maintenance: Chap. 41, laws 1927

FORM 2-A-1 7912 10M 2-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

167-B

OREGON STATE HIGHWAY COMMISSION
SALEM

June 3, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

NOTED
State Highway Engineer

Dear Sir:

In regard to the letter of S. H. Newell & Company on Contract #1364, Sand Station-Washington State Line Section, requesting that consideration be given to necessary care in handling the work as influencing classification; and requesting that the classification be increased to cover additional costs due to the railroad encroachments.

I believe it quite desirable to effect an amicable settlement with Newell if possible in order to relieve the O. W. R. & N. Co., of any bother in connection with the settlement. Primarily the railroad company should not enter into this case but in the contractor's opinion they are badly involved on account of the agreement which they require the contractor to enter into. This agreement states "THAT ANY ENGINEER SELECTED BY THE DIVISION SUPERINTENDENT OF THE RAILROAD COMPANY TO POLICE THE WORK OF THE CONTRACTOR AND THAT OBJECTIONS MADE BY HIM TO THE CONTRACTOR OR HIS REPRESENTATIVES UPON THE WORK, AS TO THE MANNER IN WHICH THE WORK IS BEING DONE OR IS ABOUT TO BE DONE, SHALL BE OBSERVED BY THE CONTRACTOR, AND ANY SUGGESTIONS OR PLANS MADE OR PROPOSED BY SUCH ENGINEER SO CHOSEN, AS TO METHOD, MANNER OR MATERIALS USED IN DOING ANY WORK THAT MAY THREATEN, INTERFERENCE OR DAMAGE TO THE RAILROAD COMPANY OR ANY OF ITS PROPERTY OR APPURTENANCES, A PROPERTY IN ITS CUSTODY, OR TO THE TELEGRAPH & TELEPHONE LINES USED BY THE RAILROAD COMPANY OR A TELEGRAPH COMPANY, OR TO THE EMPLOYES OF EITHER OF THEM, OR TO THE PASSENGERS OF THE RAILROAD COMPANY, SHALL BE OBSERVED AND COMPLIED WITH BY THE CONTRACTOR,ETC."

On all recent contracts the Railroad Company has taken a rather inconspicuous part, the engineering being handled entirely by the Highway Department, except such inspection as the railroad engineers could give from their other duties or by part time assignment, but unfortunately Newell was entirely unfamiliar with work on encroachments and this particular section of the O. W. R. & N. was in the Spokane Division whose superintendent was unfamiliar with our methods.

Newell, on the advice of his attorney, chose to consider that he had a primary contract with the railroad and made arrangements with Div. Supt. Williams of the Spokane Division as to the manner of shooting cut along the railroad. Supt. Williams permitted him to load and shoot several hundred feet of the cut at Station 850-865 at one time. It has always been our practice to work to a face with small shots along railroad encroachments and had I been informed I would not have countenanced any such method of proceeding, but unfortunately our engineers either did not realize the trouble such a method would cause or assumed the railroad preferred to suffer some inconvenience from large shots rather than have constant shooting above the track. It is quite evident that Supt. Williams anticipated some spill on the tracks for he had a work train ready at Wallula when the shot occurred.

As was to be expected this shot covered the tracks and aroused much consternation among the various railroad officials, particularly the General Manager in Portland and Vice President in Omaha. The net results were that a new engineer Harrah was assigned to supervise the work for the railroad and Newell permitted to shoot the remainder of the cut (which was already loaded) by unloading some of the holes and shooting very much lighter.

Newell claims that this cut was then undershot which caused a great deal of extra expense in moving it and that the railroad company have violated their contract in virtually taking it out of the hands of Supt. Williams, and dictating methods from the Portland and Omaha offices.

In my opinion Newell has some technical grounds for his position and that the Railroad in their zeal to protect themselves have taken too primary a position in their contract with him and that it was a mistake to place sole responsibility on the Division Superintendent when the other officials intended to supervise or over-rule his decisions. It is quite clear that we will be badly handicapped on all future encroachments unless we relieve the Railroad of all financial responsibility in this instance.

Our responsibility is further increased because we were required to adjust the line after the contract had been let in order to give more clearance on the railroad encroachment. This increased the depth of the cut and made shooting correspondingly more difficult.

After the spill over on the railroad tracks we required Newell to shoot small cuts or to a face, with very successful results. Remarkable freedom from spil was obtained on the difficult encroachment from Station 742 to Station 772, where the most difficulty had been anticipated, and where the railroad officials were very hesitant about allowing us to have any encroachment at all and considered it impractical to build. This was accomplished partly by removing the talus at the foot of the cliff adjacent to the track to afford room for the spill to land but primarily by very careful excavation with small shots along the face of the cliff.

The roadbed at this point was built on a sloping bench between a high cliff on the south and the vertical precipice down to the tracks on the north. This bench proved to contain somewhat easier material than anticipated which the contractor was able to dig with his power shovels and partly from the roadbed before shooting the cliff. This made a place for the spill material to drop upon without rolling down to the tracks. In shooting the cliffs then the contractor plug-holed the face and "burned off" such rock as necessary to obtain the roadbed width and leave nearly vertical walls. This ofcourse left a considerable rock yardage between the vertical face and the 1/4 slope line which the contractor did not remove. His contention is that it would have been much cheaper to have put in down holes, shoot this material down and remove that which rolled on the track, and that he is now being penalized by the loss of this yardage because he handled the job with a minimum of bother to the railroad.

He further claims that it is customary to pay for yardage within the neat cross section lines even though underbroken. In the state of Oregon we remeasure the cuts and pay exact quantities taken out, therefore his contention has no validity. On contracts where no overbreak is allowed there might be some merit to his argument that no underbreak be deducted, but not in this department where overbreak is paid for.

This encroachment Station 742 - station 772 was a very difficult piece of work requiring great care with the shovels even on the classified material that could be dug, on account of the extreme narrowness of the bench and requiring unusual methods of excavation on the cliffs above the bench. The classified material had to be handled very slowly as no chance could be taken in loading the large rocks for fear of overbalancing the shovel and they could not be even nosed aside but must be drilled or bulldozed as encountered.

I believe this difficulty should be taken into account in the classification on the final settlement. The Resident and Division Engineers have given all the classification which they feel can be done under ordinary circumstances but I believe a settlement could well be made by this manner of adjustment.

Newell makes mention of the difficulty of sloping some talus material staked out flatter than 1 to 1. I had not understood that any slopes were changed after the cuts were roughed and I will have to obtain a further report on this before making a definite decision as to any liability but I believe Newell is somewhat confused as to what took place.

In my opinion based upon similar encroachments when in the railroad service that we cannot avoid some adjustment with Newell over the railroad encroachments and that we can make an amicable settlement by an adjustment of classification.

Yours very truly,

H G Smith

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

IN YOUR REPLY PLEASE REFER TO
File No.

Post Office Building
Portland, Oregon

May 25, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of May 17th, relative to including the cost for guard fence and fog posts as a contingency item on Emergency Project No. E-109-B, Sand Station-Washington State Line Section.

In accord with the request contained in your letter, we are today sending under separate cover four blueprint copies of the standard drawing for guard fence and fog posts.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/NM

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

May 17, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. H. G. Smith's letter of May 16 relative to guard fence and fog posts on Oregon Emergency Construction Highway Project E-167-B.

It is satisfactory to this office to construct this fence and the cost to be included in the contingencies for this project. As the fence or posts are not approved standards it will be necessary to submit the usual number of prints.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Form 5-A-1 7620 5M 2-32

COMMISSIONERS

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

167 B

May [illegible], 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. Jas. G. Toole,
Resident Engineer,
Hermiston, Ore.

Dear Sir:

Will you kindly advise whether the Quantity Summary Sheets dated May 11th are closely correct for the final estimate of the A. H. Newell Company on the Sand Station-Washington State Line Section.

I wish to use these in making an analysis of Newell's claim for additional classification, which should be done before the final estimate is sent in. If they are not correct perhaps you could send me in a special quantity summary sheet of Units #3 and #4, giving the amounts as nearly correct as you can estimate at this time.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to

R. H. Baldock ✓
W. C. Williams

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1492

OREGON STATE HIGHWAY COMMISSION

SALEM

May 16, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. G. Murray,
Chief Engineer,
O. W. R. & N. Co.,
Pittock Block,
Portland, Ore.

Dear Sir:

The S. H. Newell Company have completed their work on the Sand Station-Washington State Line Section and have sub-contracted the remainder of the one-half viaduct to Tom Lillebo who held the contract on the original viaduct. Therefore all the blasting and dangerous work in connection with this project has been finished.

We would request relief from the necessity of employing our engineer to further supervise the construction. We appreciate very much the cooperation and assistance which your engineer has given us in handling the blasting on this work, but as we are extremely short of funds do not consider he is necessary during the construction of the remaining portion of the viaduct.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

FORM 5-A-1 2020 5M 5-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

167B

OREGON STATE HIGHWAY COMMISSION

SALEM

May 16, 1933

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Ore.

Attention - T. E. Davis

Dear Sir:

In accordance with your verbal agreement with Mr. Williams, we are hereby requesting permission to do the work on the Umatilla-Washington State Line Section of the Columbia River Highway by State Force Work.

The work consists of-

3500 lin. ft. guard fence	at	75¢	$ 2,625.00
400 Fog Posts	"	1.00	400.00

The guard fence will be construsted between Stations 741 and 783 and the fog posts between Stations 650 and 1020.

The funds for this work are to be obtained as far as possible from the contingency fund of the surfacing contrast of the Newport Construction Company.

This fence will be a cable guard type constructed in accordance with standard design for cable guard fence, drawing #2033, and in accordance with the standard specifications for cable guard fence given in Section 45 of the Standard Specification Form, as issued April 1, 1932.

We requested the Newport Construction Company to furnish a price agreement for this work which they did, but they quoted a price of $1.10 per lineal foot which is greatly in excess of that which we obtained under State Force Work. Practically all the guard fence in the state of Oregon had been constructed by State Force and therefore we know that the fence can be built at 75¢ per lineal foot, therefore we request permission to proceed with the State Force operations.

The Newell Construction Company were unwilling to bid lower on the work on account of the threatened rise in prices and due to the fact that very little guard fence has been built by contract experienced men are not available for this work except in the State Highway Bridge crews.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

[illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

B. A. B. F.

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

167B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 15, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

As the S. H. Newell Company have completed their work on the Sand Station-Washington State Line Project and it will not be necessary for Tom Lillebo to do any blasting in the construction of the half viaduct, I do not consider it necessary to retain the services of the O.W.R.& N. Co. engineer any longer. I will therefore appreciate your asking the railroad company immediately to relieve the State of the expense of maintaining the services of their engineer.

Very truly yours,

WCWillia

Division Engineer.

WCW:OW

cc R. H. Baldock
cc G. S. Paxson
cc Jos. G. Toole

FORM [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
MAY 15 1933
OREGON
STATE HIGHWAY COMMISSION

May 13, 1933.

IN REPLY PLEASE REFER TO FILE NO. 167-B

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Re: Guard Fence on Umatilla-Washington State Line Section.

Attention: Mr. H. G. Smith

Dear Sir:

I am submitting herewith a Price Agreement covering the construction of 3500 lineal feet of cable guard fence on the Umatilla-Washington State Line Section of the Columbia River Highway, the guard fence to be erected over the big encroachment. There is also being submitted an order for State Force work covering the same work with the addition of 400 fog posts, which posts are to be erected along high fills where some protection is needed, not necessarily guard fence.

I am submitting the order for State Force Work as I consider the bid of the contractor to be excessive. We have attempted to secure a lower bid from the Newport Construction Company, but they state that they can not see their way clear to do the work at a lower cost, and it is my recommendation that we do not accept the price agreement of the Newport Construction Company, but perform the work with State forces under the supervision of M. Stephenson. I have talked this matter over with Mr. Davis of the Bureau of Public Roads, andhe indicated that the Bureau would approve this procedure.

I am also enclosing a Department Order covering a carload of cedar cores with a request that this order be placed immediately upon approval of the State Force work order. In the event that approval is not secured for the construction by State Forces, the order is not to be placed.

As all work on this section is expected to be completed by July 1st, we desire to begin work on the fence as soon as possible and I therefore will appreciate your securing as early action as possible on either the Price Agreement or the Order for State Force Work.

Div. Highway Engineer

M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

The cost of this work is to be deducted from the contingency fund for the Umatilla-Washington State Line Surfacing Project. It does not appear that there will be any over-run of contract amounts or engineering costs so that this work may be absorbed by the contingency fund.

Very truly yours,

WCWillia

Division Engineer.

WCW:OW
Encls.

cc R. H. Baldock.

FORM 8-A-1 6760 7500 10-30

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1670

OREGON STATE HIGHWAY COMMISSION

SALEM

April 28, 1933

IN REPLY PLEASE REFER TO FILE NO.

Mr. S. H. Newell,
Board of Trade Building,
Portland, Ore.

NOTED
State Highway Engineer

Dear Sir:

The attached price agreement covers the construction of the extension of the Half Viaduct to replace the masonry wall which was to be constructed on your Sand Station-Washington State Line project.

These prices have been taken up with Tom Lillebo and are agreeable to him, it being the understanding that Mr. Lillebo is to be paid these prices for this work.

We would appreciate it very much if this agreement can be signed and returned at once so that the steel can be ordered and the work completed as soon as possible.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by

Chas. E. Low

CC to
R. H. Baldock ✓

#1364

167-B

April 22, 1933

Shell Oil Company,
1020 Chamber of Commerce Bldg.,
Portland, Oregon.

Attention: Credit Dept.

Gentlemen:

In response to your inquiry of April 21st we wish to advise that the S. H. Newell & Company Contract No. 1364 - Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County, has not yet been completed and accepted.

The estimated date of completion of this contract is April 30, 1933.

Very truly yours,
STATE HIGHWAY COMMISSION,
By

Secretary.

J. McF.

SHELL OIL COMPANY

PETROLEUM PRODUCTS

1020 CHAMBER OF COMMERCE BUILDING

PORTLAND

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE

April 21, 1933

Oregon State Highway Dept.,
Salem, Oregon.

RECEIVED
APR 22 1933
OREGON
STATE HIGHWAY COMMISSION

Gentlemen:-

S. H. NEWELL & COMPANY.

We should like to know the date when you formally accepted the work done by the above on contract No. 1364, Sand Station, Washington State Line Section of the Columbia River Highway.

Yours very truly,

SHELL OIL COMPANY.

RER:N

Credit Department.

#1391

167-B

April 23, 1933

United States Fidelity & Guaranty Company,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1391 for the construction of a bridge over Juniper Canyon on the Columbia River Highway in Umatilla County has been completed by the contractor, Tom Lillebo, and that final settlement will be made by the State with said contractor fir work done under said contract on or after May 2, 1933.

The State has been advised of the following claims against this contract:

E. A. Crawford and George Morisette for labor, against sub contractor, amount of claim not stated.

Chas. R. McCormick Lumber Company, $1,010.68 for material furnished.

You are advised that the State assumes no responsibility for the above claims or for any claims which may be filed against this contract.

This notice is being served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with the above contract will be $14,940.82 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF,

[illegible] 6707 10M 12-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

167B

OREGON STATE HIGHWAY COMMISSION

SALEM

April 18, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

Provision should be made for the installation of about 2000 feet of guard fence on the Sand Station - Washington State Line Section. It will be impossible to turn traffic over this section unless the high bluff has been protected with a guard fence.

Yours very truly,

H. G. SMITH,
CONSTRUCTION ENGINEER.

By H G Smith

H. G. Smith,
Construction Engineer.

HGS/H

NOTE
Highway Engine

FORM B-E-1 4000 SM 8-31

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 17, 1933.

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Attention Mr. Caufield

Gentlemen:

On the grading of the Sand Station-Washington State Line Section (Oregon F.A.P. 167-B) of the Wallula Cut-off, we have shown a retaining wall at Station 951 which is at the west end of a proposed concrete Half Viaduct. This retaining wall is in the contract awarded to S. H. Newell. The Half Viaduct is under contract to Tom Lillebo.

We have started excavation for this retaining wall, and find that the footings are entirely unsuitable for it. We propose to eliminate 150 cubic yards of this rock retaining wall and substitute therefor an extension of the Half Viaduct running from Station 951+26, which is the west end of the viaduct now under contract, back to Station 949+81. A preliminary estimate of the quantities for this extension of the Half Viaduct call for

100 cubic yards	Excavation
40 cubic yards	Class "A" Concrete
80 cubic yards	Class "D" Concrete
24,000 pounds	Metal Reinforcement
20 lin.ft.	Handrail

The reason for the small amount of handrail shown is that the original contract for the viaduct contained an item for handrail along the top of the rock wall under contract with the grading.

The total amount of the original contract for the Half Viaduct amounts to $4,661.00. An extension of the contract to cover the proposed addition would amount to $3,528.00 at the unit prices of the original contract, which with a ten per cent addition for contingencies, brings the total for the addition to $3,880.80. This addition is above the twenty-five per cent allowed under your ruling.

In view of the fact that with the exception of this wall and viaduct, the grading contract is now complete, and that advertising for bids on this extension would delay the completion for at least sixty days, we are asking that this twenty-five per cent limitation be waived in this instance and that we be authorised to extend the contract for the Half Viaduct to cover this addition.

When originally put up for contract, this viaduct was awarded in conjunction with a bridge over Juniper Canyon on the same section and the original job was much more attractive to contractors than this small addition would be. We consider that the unit prices for the Half Viaduct to be very reasonable and are of the opinion that lower prices would not be obtained should the job be advertised.

Detailed plans for this extension are being prepared and will be submitted for approval as early as possible. They will be similar to the plans previously approved for the original viaduct.

Very truly yours,

C. B. McCullough
Bridge Engineer

OSP:AP

cc Mr. S. H. Probert

FORM D-10-1 8958 5M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISTER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1670

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

April 10, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
APR 11 1933
SALEM, OREGON
STATE HIGHWAY

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing for your approval order for extra work No. 6 on the Sand Station-Washington State Line grading project. The work to be done consists of reconstructing the O.W.R.&N.Co.'s right of way fence which was removed to allow for the construction of the highway and to re-align on encroachment right of way lines. This wosk is not covered by the contract and the contractos is entitled to compensation for the work to be performed. Your early approval is requested as the railroad company is anxious that this fence be replaced at once.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
Encl.

cc R. H. Baldock.

NOTED
State Highway Engineer

FORM 8-A-1 6706 7500 12-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

167R

OREGON STATE HIGHWAY COMMISSION

SALEM

April 10, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. Murray,
Chief Engineer,
Union Pacific System,
Portland, Ore.

Dear Sir:

In reply to your letter advising that S. H. Newell had failed to make payments for expense incurred by you on the Umatilla-Washington State Line Section, I beg to advise that we will endeavor to have this settled before Newell's final payments are released.

Contractors are having a great deal of difficulty in financing their operations on account of the money stringency and by reason of the fact that the banks no longer consider a contractor a desirable risk on account of the lack of prospective contract work, but Newell has a considerable sum held as a retaining percentage which will be released within the next month, therefore we will endeavor to have this straightened out at that time.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer

HGS/H

CC to

R. H. Baldock

NOTED
State Highway Engineer

#1391

167-B

March 28, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of March 23 enclosing copies of notice of claim that has been filed by Chas. R. McCormick Lumber Company against Tom Lillebo in connection with State Highway Contract No. 1391, construction of a bridge over Juniper Canyon on the Columbia River Highway in Umatilla County.

Copies of the notice are being forwarded to the surety and the contractor.

Very truly yours

Secretary

AJ

March 28, 1933

Mr. C. O. Price, Manager
U. S. Fidelity & Guaranty Co.
Porter Building
Portland, Oregon

Dear Sir:

We enclose copy of notice of claim that has been filed with the Secretary of State by Chas. R. McCormick Lumber Company against the surety bond furnished by Tom Lillebo in connection with State Highway Contract No. 1391, construction of a bridge over Juniper Canyon on the Columbia River Highway in Umatilla County.

Said claim is in the sum of $1019.66 and is for material furnished to the contractor.

This information is given you as you appear as surety on Mr. Lillebo's bond.

Very truly yours

Secretary

AJ

cc Mr. Tom Lillebo
Reedsport, Ore.

COPY

CHAS. R. MC CORMICK LUMBER CO.
of Delaware
McCormick Terminal
Foot of Irving Street
Portland, Oregon

March 22, 1933.

Hon. Hal E. Hoss, Secy State
Salem, Oregon.

Dear Sir:

Notice is hereby given that the undersigned, Chas. R. McCormick Lumber Co., has a claim for Creosoted material in the sum of $1019.68 against the bond taken from the U. S. Fidelity & Guaranty for work on State Highway Contract #1391, Bridge over Juniper Canyon on Columbia River Highway in Umatilla County, awarded to Tom Lillebo.

Yours very truly,

CHAS. R. MC CORMICK LUMBER CO.
Auditing Dept.

By C. W. PHELLERS
Auditor.

CWP-N

Endorsed: File No. 2225
Filed March 23, 1933
HAL E. HOSS,
Secretary of State

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

C. N. LAUGHRIGE, CHIEF DEPUTY

RECEIVED
MAR 28 1933
OREGON
STATE HIGHWAY COMMISSION

March 23, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We have today filed a notice of claim by Chas. R. McCormick Lumber Company for materials furnished in the sum of $1019.68 against the bond taken from Tom Lillebo, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the bridge over Juniper Canyon on the Columbia River Highway, State Highway contract No. 1391.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State

HM
Encs.

FORM 9-M-1 5979 8M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
MAR 28 1933
OREGON
HIGHWAY COMMISSION

March 27, 1933.

IN REPLY PLEASE
REFER TO FILE NO. 167. Be

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

NOTED

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing herewith extra work orders No. 3 and 4 on the Sand Station-Washington State Line grading project.

Work Order No. 3 covers work performed by the contractor in assisting the O.W.R. & N. Co. in moving the Jones-Scott Company spur and loading equipment at Sand Station. The use of the Deisel Tractor materially speeded up the work and will therefore lower the cost of the work performed by the O.W.R. & N.Co. for which we are to pay.

Work Order No. 4 covers the cost of moving and reconstruction of 2,084 lineal feet of O.W.R.&N.Co. rock slide fence on encroachment No. 5. This was not fence that was damaged by the contractor's operations, but was moved to permit the full use of the right of way or to realign the fence to conform with other changes. It is therefore not properly chargeable to the contractor and if we do not have the fence moved by the contractor, the railroad company would move the fence at our expense, and I consider it much more economical to have the work done by the contractor instead of the O.W. R. & N.Co.

Your immediate approval of the two work orders is requested. Performance of this work will not result in an over-run of the estimate as the cost will be offset by under runs on grading items.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
Encls.

cc R. H.Baldock. ✓

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore.E- 167-B

POST OFFICE BUILDING
PORTLAND, OREG.

March 10, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon.

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the ~~above~~ numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer.

Encl.

RECEIVED
MAR 11 1933
OREGON
STATE HIGHWAY COMMISSION

Arp. 14116

Form P. R. 2
State Oregon
Project No. E-167, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

RECEIVED
MAR 11 1933
OREGON

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

PROJECT AGREEMENT

Memorandum of Agreement made this 25th day of January, 1933 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 4th day of April, 1931, a project statement, which was approved by the Secretary on the 20th day of April, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 31st day of October, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fifteen thousand, nine hundred sixty-three and 43/100 dollars ($15,963.43) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "Emergency Construction Highway funds" appropriated by Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources ....

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 631+00 in the NW¼ Sec.8, T 5 N, R 30 E, W.M., at the east end of Section A of said project and survey station 1040+69.4 in Sec.18 T 6 N, R 31 E, W.M., at the Oregon-Washington State Line (excepting therefrom the Juniper Canyon Bridge between survey stations 815+80 and 818+20)

.........., length 7.732 miles, in Umatilla County, being Section B of Oregon Federal Aid project No. E-167, consisting of 7.732 miles of roadway and no bridges, ~~xxxxxxxxxxxxxxxxxxxxxxxxx~~, ~~xxxxxxxxxxxxxx~~ known locally as the Sand Station - State Line Section of the Columbia River Highway between official control points a point on the Federal Aid Highway System in the vicinity of Umatilla and the Oregon-Washington State Line approximately south of Wallula.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of fifteen thousand, nine hundred sixty-three and 42/100 dollars ($ 15,963.42), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fifty-three thousand, two hundred eleven and 40/100 dollars ($ 53,211.40), the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5418

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 113

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 20th day of February 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By C. Washburne

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

R. W. Dunlap
Acting Secretary of Agriculture.

CMG

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. E-167-B, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 53,211.40 as the total estimated cost of said project, and the sum of $ 15,963.42 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 20th day of February one thousand nine hundred ~~and~~ Thirty-three

CWS R. W. Dunlap
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE [illegible] 8—4829

Baldock 56 G5 117B

From H. F. [illegible]

C
O
P
Y

OREGON STATE HIGHWAY COMMISSION

Portland, Oregon

March 8, 1933

Mr. F. N. Finch
General Superintendent
Oregon-Washington Railroad & Navigation Company
Pittock Block
Portland, Oregon

Dear Sir:

As to the spur crossing and the signal bell at Sand Station, which we discussed yesterday, this letter is to state that the Oregon Highway Commission will install the bell signal one year after April 1, 1933, and will not seek exemption from such installation from the Public Utilities Commissioner provided your company will immediately proceed to the removal and replacement of the spur track serving the Jones-Scott sand pit near Sand Station, according to the terms of the agreement of August 11, 1932, by and between the Oregon-Washington Railroad & Navigation Company and the Oregon State Highway Commission.

Yours truly

(Sgd) L. H. Scott

OK

Chairman

2-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF LESLIE M. SCOTT, CHAIRMAN
1025-29 YEON BUILDING
PORTLAND, OREGON

March 8, 1933.

Mr. Carl G. Washburne,
Eugene, Oregon.

Dear Mr. Washburne:

Last night at Salem I was unable to reach you by telephone concerning the bell signal installation at Sand Station, on the Wallula cutoff. I did reach Mr. Aldrich and he gave consent to the arrangement with the Union Pacific mentioned in the enclosed letter, which this morning I sent to Mr. Finch, General superintendent of the Union Pacific.

Last August we entered into a contract with the Union Pacific whereby the railroad is to move and reconstruct a spur crossing at our expense, and we are to install a bell signal at the crossing. In our efforts at economy our engineers proposed to eliminate the bell signal. To this the railroad objected, saying that the contract should be carried out in good faith. After hearing the protest of the railroad I came to the conclusion that the railroad complaint is valid, and that we should perform. However, I obtained the consent of Mr. Finch to a delay of one year in the installation of the bell signal.

The cost of the reconstruction of the spur will be about $2200.00, which we are to pay. The cost of the bell signal will be perhaps $1200.00.

Our contractor at Sand Station was prevented from going ahead by delay of the railroad in reconstructing the spur, and the railroad delayed on account of our appeal to the Public Utilities Commissioner for exemption from the bell signal requirement of the contract. The delay will cause the contractor to present claims to us of probably ~~$450.0~~ a day, so that it is necessary to have the railroad at once proceed with its work in order to open the way for our contractor to perform and save us from contractor's claims. All these details will explain to you my hurried action in making the arrangement with Mr. Finch. I wish I could have conferred with you, but I believe that you will consent to this arrangement.

$50.00

NOTED
State Highway Engineer

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF LESLIE M. SCOTT, CHAIRMAN
1025-29 YEON BUILDING
PORTLAND, OREGON

C. G. W. - 2 - 3/8/33.

Enclosed is a copy of the letter which this morning I presented to Mr. Finch, of the Union Pacific, waiving our objection to the bell signal. Mr. Finch on his side says that he will at once proceed in the reconstruction of the spur and will hold costs to a reasonable figure.

Yours truly,

cc to:
E. D. Aldrich
R. H. Baldock

FORM 6-M-1 5079 2M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

167-B

February 17, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

RECEIVED
FEB 20 1933
OREGON

Attention: Mr. R. G. Smith

Dear Sir:

Payment to the O.W.R. & N.Co. for payment of engineering services furnished by them on the Sand Station-Washington State Line Section, are reaching a considerable amount. It does not appear to me that this should be a legitimate charge against our engineering costs as this man is not really doing engineering work, but is there as a supervisor of blasting operations mainly and for the protection of railroad property. I therefore request your approval to transfer past charges for this work to the construction prefix and account No. 580, and make future charges to thesame account number.

Very truly yours,

W. C. WILLIAMS,
Division Engineer.

WCW:CW

cc R. H. Baldock.

67-B

February 17, 1933.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

Mr. Tom M. Davis and I are starting Sunday to make an inspection of projects in Eastern Oregon. We expect to stay in Bend Tuesday night and will probably reach Mt. Vernon for inspection of the Long Creek project about Wednesday noon, February 22nd.

From Mt. Vernon we will inspect the Chimney Creek project and all others including the Umatilla-Washington State Line Section. Please hold these dates available to accompany us. I will wire you from Klamath Falls or Bend as to closer time for arrival at Mt. Vernon.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock ✓

Agr. 14116

167-B

Form P. R. 2
State Oregon
Project No. 167, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of January, 1933 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of April, 1931, a project statement, which was approved by the Secretary on the 20th day of April, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 16th day of May, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one hundred forty-six thousand, six hundred seventy-one and 63/100 dollars ($146,671.63) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 631+00 in the N.W.¼ of Sec.8, T.5 N., R.30 E., W.M., at the east end of Section A of said project and survey station 1040+62.4 in Sec.18, T.6 N., R.31 E., W.M., at the Oregon-Washington State Line, length 7.759 miles, in Umatilla County, being Section B of Oregon Federal Aid project No. 167, consisting of 7.732 miles of roadway and one bridges, each of more than 20 feet clear span, .027 of a mile in length, known locally as the Sand Station-State Line Section of the Columbia River Highway between official control points a point on the F.A.H.S. in the vicinity of Umatilla and the Oregon-Washington State Line, approximately south of Wallula.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, in the event hydroelectric development in the Columbia River basin submerges that portion of the project between survey stations 665 and 685, it will relocate and reconstruct said portion without expense to the Federal Government.

(c) Final payment of Federal funds shall not be made on said project until rights-of-way satisfactory to the Secretary of Agriculture have been obtained for those portions of said project which encroach upon the right-of-way of the O. W. R. R. & N. Company.

(d) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $219,935.30, Federal Aid $136,865.73, one bridge, approved estimate $15,757.50, Federal Aid $9,805.89.

(e) The Highway Department hereby agrees that within a reasonable time after completion of the improvement contemplated under this agreement, it will place, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section **B** of said project shall not in any event exceed the sum of **one hundred forty-six thousand, six hundred seventy-one and 62/100** dollars ($ **146,671.62**), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of **two hundred thirty-five thousand, six hundred ninety-two and 80/100** dollars ($ **235,692.80**), the approved total estimated cost of Section **B** of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to **the State Treasurer** (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon** (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Chap. 41, Laws of 1927.** (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 2nd day of February, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E. B. Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

R. W. Dunlap
Acting *Secretary of Agriculture.*

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 157-B, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $235,692.90 as the total estimated cost of said project, and the sum of $146,671.62 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 2nd day of February one thousand nine hundred and Thirty-three

R. W. Dunlap
Acting Secretary of Agriculture.

167-BC

December 10, 1932

Swift & Company
North Portland
Oregon

Attention of Mr. T. E. O., Credit Department

Gentlemen:

Reply is made to your inquiry of the eighth inst., concerning payments to S. H. Newell Construction Company for work performed in connection with its contract with the State for the construction of the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County.

I find that you are under a misapprehension regarding the delay in making these payments to the contractor. Estimates in connection with the contract~~s~~ are prepared on the eleventh of each month by the resident engineer in charge of the work. Naturally, we do not pay these estimates without having them thoroughly checked by the division engineer and the checking engineer in the Salem office. The reason for this obvious. After the estimate has been checked and the quantities found to be correct, which usually takes the greater part of a week, the voucher is prepared and placed in line for payment. The state law requires that these vouchers be approved by a majority of the State Highway Commission. Due to the fact that the Commission is not in session at all times, it is necessary to send the vouchers to the individual members of the Commission. This usually takes about a week, which accounts for about two weeks after the estimate date. As soon as we have secured two signatures to these vouchers, we present the vouchers to the Secretary of State who issues the warrants. This takes two to four days, depending upon the time of the month, to get the warrant from the Secretary of State. Thus, you will observe, it takes two to four weeks to place the warrant in the hands of the contractor.

In checking up on the payments to S. N. Newell Construction Company we find that the warrant, in payment of the estimate that was prepared on October 11, was mailed on October 27. We also find that the [illegible], covering the November 11 estimate was sent to the contractor on December 1, which we consider regular. These two payments were in very substantial amounts, one being in the sum of $15,825.18 and the other in the sum of $18,352.00.

Very truly yours

Secretary

HBG:AJ

Swift & Company
North Portland
Oregon

December 9, 1932.

H. E. G.

Relative to payments to S. H. Newell & Company on Contract No. 1364 - Sand Station-Wash. State Line Section in Umatilla County and will advise as follows:

Estimate #4 for work performed to October 11th, 1932 - amount $15,825.18. Warrant for this payment was mailed to Mr. Newell's Portland office on Oct, 27, 1932.

Estimate No. 5 for work performed to November 11, 1932, amount $18,332.00. Warrant for this payment was mailed to Mr. Newell's Portland office on December 1, 1932.

I have only checked on the last two payments, if you desire tohave the dates on the others please advise. The December estimate will not be in until after Dec, 11th.

J. McF.

Swift & Company
North Portland
Oregon

S

RECEIVED
DEC 9 1932
OREGON
STATE HIGHWAY COMMISSION

December 8, 1932

Oregon State Highway Commission,
Salem, Ore.

Gentlemen:

Re: S. H. Newell Construction Co.
Contract #1364 Sand Station,
Washington State Line on the
Columbia River Highway, in
Umatilla County.

Would you kindly let us know if for any reason estimates due the above are not being forwarded promptly?

These people are approximately one month behind in their payment of our account and have given for reason, that they must wait until estimates arrive. It was our understanding that these estimates were sent out about the 25th of each month, covering the previous months work; is this correct?

We enclose a stamped envelope for your reply.

Thanking you for your usual prompt and courteous handling, we are

Yours respectfully,
SWIFT & COMPANY
TEO

TEO:AM
Credit Dept.

#1391

167B

December 7, 1932

United States Fidelity & Guaranty Company
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We have today received a letter from Messrs. E. A. Crawford and Geo. Morisette of Irrigon, Oregon, setting forth their claim for labor against your sub-contractor in connection with State Highway Contract No. 1391 awarded to Tom Lillebo for the construction of a bridge over Juniper Canyon on the Columbia River Highway in Umatilla County. We have advised them to take up the matter of such claim with you, since you appear as surety on the bond filed in connection with this contract.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

jn
c.c. Tom Lillebo
Reedsport, Oregon

December 7, 1932

Messrs. E. A. Crawford and
Geo. Morisette
Irrigon, Oregon

Gentlemen:

Reference is made to your letter of December 5 wherein you state that certain wages are due you for labor in connection with the construction of the bridge across Juniper Canyon, State Highway Contract No. 1391 awarded to Tom Lillebo, having been employed by a sub-contractor to Mr. Lillebo.

The original contractor furnished a surety bond for the protection of any and all just claims incurred against the project, whether incurred by the original contractor or his sub-contractors. The bond in this instance was written by United States Fidelity & Guaranty Company for whom C. O. Price, Porter Building, Portland, is agent, and it is offered to you for the protection of your claim.

We would suggest that you file notice of your claim with the bonding company. In the event no satisfactory adjustment is made with them you should file your claim with the Secretary of State under the provisions of Chapter 280, Oregon Laws, 1931, memographed copy of which is inclosed for your information.

In accordance with our usual practice we are today notifying the surety company of the receipt of your claim. If we can be of further assistance to you, please advise.

Very truly yours

Secretary

Hermiston, Oregon
December 6. 1932

RECEIVED
DEC 7 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Dept.
Salem, Oregon.

Dear Sirs:

We have been working for a man who had a subcontract for the gravel for Lillabois bridge across Juniper canyon on the Wallula cut off road. We were layed off October 14 and have tried several times since to collect our wages without success. Would you please tells us what steps to take to collect our money.

Yours Truly
E. A. Crawford
Geo Morisette

[illegible]
[illegible]

FORM S-A-1 [illegible] 8-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

16712.

OREGON STATE HIGHWAY COMMISSION
SALEM

December 6, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

S. H. Hewell & Co.,
Board of Trade Bldg.,
Portland, Ore.

Gentlemen:

A complaint has been received from the Western Union Telegraph Company, M. T. Cook, General Manager, San Francisco, that no response has been made to their bills amounting to $[illegible].25 for work in protecting telegraph wires between Celilo and Miller, and between Sand and Juniper.

Will you advise concerning their bills and reason for failure to settle account promptly.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

[illegible]
State Highway Engineer

#1364

[illegible]

16783

November 26, 1932

Swift & Company,
North Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of November 25th concerning S. H. Newell & Company contract.

Please be advised that the contract of which you refer is our No. 1364 - Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County. This contract consists of 8.02 miles of grading. The completion date is March 31, 1933.

The bond which was furnished in connection with the contract was written by the United States Fidelity & Guaranty Company for whom C. O. Price who has offices in the Porter Bldg., Portland, is resident agent. The amount of the bond is $202,975.00.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1364

Swift & Company
North Portland
Oregon

Swift's
Premium
Quality

RECEIVED
NOV [illegible] 193[illegible]

November 25, 1932

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: S. H. Newell Construction Company,
Portland, Oregon.
Juniper Siding account.

The above concern are seeking their meat requirements from this company. Would you please let us know if the above is a State Highway job, what was the size of the contract and are they bonded, also what is the name of the Bonding Company?

We enclose a stamped envelope for your reply.

Thanking you for your usual prompt and courteous attention, we are

Yours respectfully,
SWIFT & COMPANY
TEO

TEO:AM
Credit Dept.
Enc.

November 22, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Sand Station-Washington State Line Section, Project No. 2-167-A.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/HR.

Encl.

Oregon State Highway Department

Emerg. Constr. Hwy.
Proj. No. E-167-B.

SAND STATION-WASHINGTON STATE LINE SECTION OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 18, 1932.

Completed Work

Statement of completed work will be made upon payment of final voucher.

EMERGENCY WORK - ROADWAY

780	cu. yds.	Excavation, Single Classif.	$ 0.40	$ 312.00
1,170	yd. mi.	Hauling Excavated Materials	0.15	175.50
4,730	cu. yds.	Crushed Rock Base	1.45	6,858.50
780	cu. yds.	Filler	0.20	156.00
1,170	yd. mi.	Hauling Filler	0.15	175.50
780	M-Gal.	Sprinkling	1.60	1,248.00
10,830	cu. yds.	Mineral Aggregate in Bit. Mac.	1.95	21,118.50
630	Tons	Asphalt in Place	24.00	15,120.00
78	Tons	Emulsified (or Cut-back) Asphalt in Seal Coat	23.00	1,794.00
2,360	cu. yds.	Gravel Shoulders	0.30	708.00
5,900	yd. mi.	Hauling Gravel Shoulders	0.12	708.00
			Sub-total	$ 48,374.00
			10% Engr. & Cont.	4,837.40
			Total	$ 53,211.40

Length of Roadway	7.732 miles
" " 1 Bridge 140'	.027 miles
Total length	7.759 miles
Cost per mile	$ 6,861.67

Regular Federal Aid Funds Requested	$ 15,963.42 (30%)
Emerg. Const. Hwy. Funds Requested	37,247.98
	$ 53,211.40

State Funds for Construction: Chap. 173, laws 1917: Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

FR167-B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

November 16, 1932

RECEIVED
NOV 17 1932
COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Receipt is acknowledged of the first voucher for Oregon F.A.P. No. 167-B. submitted in the amount of $27,361.84.

The estimate upon which the project agreement is to be based has not been received. As the voucher cannot be recommended for payment until the project agreement has been signed by the representative of the State, we suggest that the estimate revised to low bid contract prices be forwarded as soon as possible.

As this is a regular Federal Aid project, all of the usual requirements must be met. It is only on Emergency Construction Highway projects that payments may be made prior to the execution of the agreement.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Senior Highway Engineer

Talked to Davis over the
phone about this - Agreement
estimate dated Aug. 1932
submitted previously
[illegible]

FORM S-M-1 3078 2M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

149B

November 5, 1932.

RECEIVED
NOV 7 - 1932
IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. O. Smith

Dear Sir:

I am enclosing an order for State Force work on contract projects, which order calls for the moving of the Jones-Scott Company's house at Sand spur on the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County. We have secured bids on the moving on this house, from persons in the vicinity equipped to do the moving, and it is my belief that not only the cheapest arrangement but the most satisfactory arrangement would be to have the house moved by Gus Tonie who is an employe of the Jones-Scott Company and the occupant of the house.

An early approval of this order will be appreciated.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
Encls.

cc R. H. Baldock.

NOTED
State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

October 31, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
NOV 12 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

This is to advise of our recommendation today for approval of Oregon Emergency Construction Highway Project E-167-B, Sand Station-Washington State Line section of the Wallula Cut-off, and of our concurrence as of this date in the award of contract to the low bidder.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer.

Very truly yours,

W. H. LYNCH
District Engineer

By J A Elliott
J. A. Elliott
Sr. Highway Engineer

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RR 167B

October 31, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

NOTED
State Highway Engineer

Dear Sir:

In answer to yours of October 29th, relative to services of Assistant Engineer by the Railroad Company to supervise construction on the Sand Station-Washington State Line Section, wish to advise that Mr. Baldock's letter of June 27th, authorised the payment of such an engineer during the construction on encroachments #5 and #6, a copy of this letter is herewith attached.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H.G.S.

H. G. Smith,
Construction Engineer.

Dictated by
Charles E. Low

CC to
R. H. Baldock ✓

October 26, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate covering the Sand Station-Washington State Line Section, Project No. E-467-B. Five blueprint copies of Sheet 2 of the plans are being sent under separate cover. The five bid proposals required will be sent to you tomorrow.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/MM.

Encl.

Oregon State Highway Department

Emerg. Constr. Hwy.
Proj. No. E-167-B

SAND STATION-WASHINGTON STATE LINE SECTION OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate with surfacing specification. Not as basis for project agreement.)

Salem, Oregon, October 26, 1932.

Completed Work:

Statement of completed work will be made upon payment of final voucher.

EMERGENCY WORK - ROADWAY

780	cu. yds.	Excavation, Single Classif.	$0.25	$ 195.00
1,170	yd. mi.	Hauling Excavated Materials	0.12	140.40
4,730	cu. yds.	Crushed Rock Base	1.25	5,912.50
780	cu. yds.	Filler	0.30	234.00
1,170	yd. mi.	Hauling Filler	0.12	140.40
780	M-Gal.	Sprinkling	2.00	1,560.00
10,830	cu. yds.	Mineral Aggregate in Bit. Mac.	2.50	27,075.00
630	Tons	Asphalt in Place	22.00	13,860.00
78	Tons	Emulsified (or Cut-back)Asphalt in Seal Coat	22.00	1,716.00
2,360	cu. yds.	Gravel Shoulders	0.40	944.00
5,900	yd. mi.	Hauling Shoulder Materials	0.12	708.00
		Sub-total		$52,485.30
		10% Engr. & Cont.		5,248.53
		Total		$57,733.83

Length of Roadway	7.732 miles
Length of 1 Bridge, 140 ft.	.027 miles
Total length	7.759 miles
Cost per mile	$ 7,466.86

Regular Federal Aid Funds Requested	$ 17,320.14 (30%)
Emergency Constr. Hwy. Funds Requested	40,413.69
	$ 57,733.83

FORM 9-M-1 [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

161B

October 22, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing my estimate of cost for the comparison of bids on the Umatilla-Washington State Line Section of the Columbia River Highway in Umatilla County.

Due to the fact that excavation and quarry rock must be loaded by hand I have found it necessary to increase the unit item costs, raising the estimated cost of the job to $150,000.00 including engineering.

While I did not consider it good judgment to state in the special provisions that the rock might be loaded by means of a trap tunnel and transported to the crusher in push cars, I do believe this is entirely feasible. This I consider however a matter for the contractor to decide upon and if it is at all feasible we will gain the benefit of any reduction in price the contractor may be able to gain from this method of handling the rock. Consequently it may be that the contract price will under-run my estimated cost, but according to the terms of the specifications I can not submit a lower estimate based on actual costs with 15% profit to the contractor.

Very truly yours,

NOTED
State Highway Engineer

WC Williams

Division Engineer.

WCW:OW
Encl.

cc R. H. Baldock.

167B

October 13, 1932

Mr. Tom Lillebo,
Reedsport,
Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a bridge over Half Viaduct on the Columbia River Highway in Umatilla County.

Very truly yours,

Secretary

AJ

[illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

PR161BC

OREGON STATE HIGHWAY COMMISSION

SALEM

October 5, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. H. Peck,
Resident Engineer,
The Dalles, Ore.

Dear Sir:

Mr. Newell has called several times relative to his final estimate and insists that he has been short measured by about 400 yards, which he believes has occurred from Station 1799+80 to 1800+60.

The original cross section at Station 1800+72 shows a 8 ft. slab to be removed from the face of the cliff with the very peculiar niche near the foot of the cliff, whereas your remeasured sections at 1875 show only a small amount removed at the foot of the cliff and do not show the peculiar hole which the original sections have shown, therefore this recess may have been an error in platting.

It would seem easy to determine on the ground whether at Station 1800+75 a slab had been removed to a height of 80 ft. or whether merely a toe of 25 ft. had been removed.

Enclosed please find blue print of the original cross section. Mr. Newell will discuss this with you on the ground.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER,

By

H. G. Smith,
Construction Engineer.

HGS/H

NOTED
State Highway Engineer

CC to
R. H. Baldock
K. B. Lytle

Encl.

#1364
Uma. Co

167B

September 27, 1932

U. S. Fidelity & Guaranty Co.,
Porter Building,
Portland, Oregon.

Attention of Mr. C. O. Price, Local Manager

Gentlemen:

We are informed by Beall Pipe & Tank Corporation that it has a claim against S. H. Newell & Company for corrugated culverts furnished in connection with State Highway Contract No. 1364, which was awarded to the above mentioned firm for the grading of the Sand Station-Washington Station Line Section of the Columbia River Highway in Umatilla County. The claim is in the sum of $3,065.45.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc S. H. Newell & Co.
Board of Trade Bldg.
Portland

September 27, 1932

Beall Pipe and Tank Corporation,
Kenton,
Portland, Oregon.

Attention of Mr. J. S. Beall, President

Gentlemen:

This acknowledges receipt of your letter of the 26th instant, advising us of your claim against S. H. Newell & Co., being in the sum of $3,065.45 for culvert pipe furnished Mr. Newell in connection with his contract for the construction of the Sand Station-Washington Line Section of the Columbia River Highway in Umatilla County.

We are placing your claim on file in the records of this department and are also notifying the contractor and his surety on the bond concerning your claim. We would suggest that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon laws for 1931.

Very truly yours,

Secretary

HBG:AJ

TRADE BEALL MARK

BEALL PIPE AND TANK CORPORATION

ELECTRIC WELDED PRESSURE PIPE - METAL TANKS
CORRUGATED CULVERT - METAL FLUME - IRRIGATION
DRAINAGE SUPPLIES
STRUCTURAL STEEL WORK
METAL SPECIALTIES

PORTLAND (KENTON) **OREGON**

RECEIVED
SEP 27 1932
OREGON
STATE HIGHWAY COMMISSION

September 26, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen:

We are enclosing you herewith a copy of a letter we are today writing to the U. S. Fidelity & Guaranty Company, Mr. C. O. Price, Resident Agent, Portland, Oregon, which is the bondsmen for the S. H. Newell Company on a job known as Sand Station to State Line, Umatilla and Wasco Counties, Projects A and B, which is self explanatory.

Please do whatever is necessary to protect our interests in the matter, and kindly acknowledge receipt of this letter and oblige

Yours very truly,

BEALL PIPE & TANK CORPORATION

President.

JSBeall
LM

Encl.

BEALL PIPE AND TANK CORPORATION
COLUMBIA BLVD. & DENVER AVE.
PORTLAND, ORE.

CC to

State Highway Commission,
Salem, Oregon

RECEIVE
SEP 27 1932
OREGON
STATE HIGHWAY COMMISSIO

September 26, 1932.

U. S. Fidelity & Guaranty Co.,
Porter Building,
Portland, Oregon.

Attention: Mr. C. O. Price, Resident Agent.

Gentlemen:

This is to advise you as bondsman for the S. H. Newell Company on the Oregon State Highway job, known as Sand Station to State Line, Umatilla and Wasco Counties projects A and B, that we have furnished the S. H. Newell Company Corrugated Culverts for this job to the amount of $3065.43 that is still unpaid.

Please understand that this is no reflection on Mr. Newell's credit. We are simply trying to comply with your requirements in protecting our interests.

Please acknowledge receipt so that we will have our records complete on the matter.

COPY

Yours very truly,

BEALL PIPE & TANK CORPORATION

President.

JSBeall
LM

5

#1364
Uma. Co.

167 B

September 23, 1932

Beall Pipe & Tank Corporation,
Kenton,
Portland, Oregon.

Attention: J. S. Beall.

Gentlemen:

In response to your inquiry of September 22nd we wish to advise that the bond which was furnished by S. H. Newell & Company in connection with Contract No. 1364 - Sand Station-Washington State Line Section of the Columbia River Highway, was written by the United States Fidelity & Guaranty Company for whom C. O. Price, who has offices in the Porter Building, Portland, is resident agent.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

TRADE BEALL MARK

BEALL PIPE AND TANK CORPORATION

ELECTRIC WELDED PRESSURE PIPE - METAL TANKS
CORRUGATED CULVERT - METAL FLUME - IRRIGATION
DRAINAGE SUPPLIES
STRUCTURAL STEEL WORK
METAL SPECIALTIES

PORTLAND (KENTON) **OREGON**

September 22, 1932.

Oregon State Highway Department,
Salem, Oregon.

Gentlemen:

We wonder if you would be good enough to give us the name of Mr. S. H. Newell's bondsmen on the Oregon State job that he is doing at Sand Station to State Line, Umatilla and Wasco Counties.

If you will do this, we will appreciate it.

Yours very truly,

BEALL PIPE & TANK CORPORATION

President.

JSBeall:J

RECEIVED
SEP 23 1932
STATE HIGHWAY COMMISSION

FORM S-M-1 5296 500 8-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

147P

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

September 6, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

Herewith sketch map, typical section, cost estimate and special provisions for the construction of bituminous macadam on the Umatilla-Washington State Line Section of the Columbia River Highway in Umatilla County.

NOTED
State Highway Engineer

As both rock quarries are at approximately the same level as the crushing plant will be, it will I presume be necessary to stipulate that the rock be loaded or transported into the quarry by hand methods.

We have selected a site at station 920 for the quarry on the east end of the job. The use of this quarry increases the cost of haul approximately $500.00 but the quarry is located on government land whereas the quarry we had previously selected was on land owned by Enoch Pearson ane the cost of acquiring the site would undoubtedly be two or three-hundred dollars. Considering this cost and the fact that the quarry at station 920 is sufficiently removed from the railroad track as so to eliminate any danger in shooting, I feel we are justified in using the quarry at station 290.

Very truly yours,

WCWilliams

Division Engineer

RECEIVED
SEP 7 - 1932
OREGON
STATE HIGHWAY COMMISSION

WCW:OW
Encls.

cc R. H. Baldock.

FORM S-A-1 4788 8000 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

167B

OREGON STATE HIGHWAY COMMISSION

SALEM

September 6, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. J. M. Devers,
Attorney,
Office.

NOTED
State Highway Engineer

Dear Sir:

In connection with the construction of the Umatilla-Sand Station Section of the Columbia River Highway, it is necessary to relocate and cross a grade, a spur of the Jones-Scott Company. This is the only practical solution as this spur lies close to a large sand pit adjacent to the right-of-way and an overhead crossing would cause a large portion of the pit to be occupied by the Highway right-of-way and therefore a total loss.

I am attaching two maps and profiles of the proposed layout of this place. Will you kindly make application to the Public Service Commission for permission to operate a grade crossing there. This is agreeable to the Railroad Company but they have suggested that the Highway Commission should erect a bell or wigwag signal without cooperation from the railroad company.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

167-B

August 29, 1932

Shell Oil Company,
1219 West Lake Avenue North,
Seattle, Washington.

Attention of Mr. A. C. Guske, Division Credit Manager

Gentlemen:

Reply is made to your inquiry of the 19th instant, concerning the contract awarded by the State Highway Commission to Tom Lillebo for the construction of a bridge across Juniper Canyon on the Columbia River Highway in Umatilla County, Oregon.

The contract to which you refer was awarded to Mr. Lillebo as principal contractor, and is designated as state highway contract No. 1391. The description of the project is as given above.

The bond furnished was written by the U. S. Fidelity & Guaranty Company for which C. O. Price is local manager, with offices in the Porter Building, Portland, Oregon.

The bond is in the sum of $14,325; the contract price is also $14,325. The specified date of completion is October 31, 1932. As to whether or not the project will be completed at that time I do not know. The contractor has not yet been permitted to start his operations on account of Federal aid requirements.

Very truly yours,

Secretary

HBG:AJ

SHELL OIL COMPANY
PACIFIC NORTHWEST DIVISION
SHELL BUILDING
1219 WESTLAKE AVE. NORTH
SEATTLE

PETROLEUM PRODUCTS

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE

August 19, 1932

RECEIVED
AUG 22 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon.

Att: Mr. H. B. Glaisyer

Gentlemen: Re: Tom Littlebow

ANSWERED

We understand that Mr. Littlebow was recently awarded a contract with the State of Oregon to build a bridge across Juniper Canyon, near Umatilla, Oregon. We are about to make delivery of gasoline and oil to this party and would very much appreciate receiving information from your office as to whether he is the principal or sub-contractor.

We would also appreciate your giving us a brief description of the job, the name of the bonding company and the name of its Agent, the amount of the job in dollars and the bond in dollars, the length of contract and approximate time required to complete it and the date actually set for completion.

Yours very truly,

SHELL OIL COMPANY

A. C. GUSKE
Division Credit Manager.

CFB:M

FORM B-K-1 4200 500 5-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

167B

August 8, 1932

NOTED
State Highway Engineer

S. H. Newell & Company,
1020 Board of Trade Building,
Portland, Oregon.

Gentlemen:

The Oregon State Highway Commission has taken definite action with respect to your contract with the State of Oregon covering the grading of 8.02 miles of the Columbia River Highway in Umatilla, which said contract is designated as state highway contract No. 1364 and I have been directed by the Highway Commission to call to your attention and notify you of the action of the Commission with respect to said contract.

Among the special provisions in said contract is the following:

> "The work to be performed under this contract shall be performed in six-hour working shifts, and no person engaged in the performance of the work (superintendents, timekeepers, principal foremen and subcontractors excepted) shall be required or permitted to work more than six hours of any one day except in cases of emergency; provided, however, that if, in order to insure the completion of the project within the specified time limit, it is necessary for the contractor to operate more than twelve hours per day, then and in that event the use of shifts longer than six hours each, but not longer than eight hours each, and the employment of labor accordingly, will be permitted."

It appears that you have persistently ignored the above provision and have failed, neglected and refused to carry on your work in harmony with the requirements of the contract as stated above, notwithstanding the fact that you have been repeatedly ordered by the engineer to conduct your work in harmony with said provisions of the contract.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

The said contract contains likewise the following provision:

> "If the contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or proper materials; or if he should fail to make prompt payment to subcontractors of for material or labor, or persistently disregard laws, ordinances or instructions of the engineer, or otherwise be guilty of a substantial violation of any provision of the contract; then the State Highway Commission, upon the certificate of the engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, and after giving the contractor seven days written notice, terminate the employment of the contractor and take possession of the premises and of all materials, tools and appliances thereon, and finish the work by whatever method it may deem expedient. In such case the contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the contractor. If such expense shall exceed such unpaid balance, the contractor shall pay the diference to the State Highway Commission. The expense incurred by the State Highway Commission as herein provided, and the damage incurred through the contractors default, shall be certified by the engineer."

Said contract likewise contain following provision:

> "No partial or final payment shall be made as long as any order made by the engineer to the contractor in compliance with the specifications remains uncomplied with, nor shall any partial or final payment be made as long as any claim or lien filed or prosecuted against the State of Oregon, the State Highway Commission, or the officers thereof in conflict with the provisions of the contract, remains unsatisfied."

On behalf of and for the Highway Commission you are hereby notified that unless you, within seven days from the date of the service of this notice upon you, conform your work to the provisions of the contract with respect to six hour shifts then the Highway Commission without prejudice to any other right or remedy will terminate the contract and will take possession of the premises and all of the materials, tools and appliances and will finish and complete the work by such method as the Highway Commission may deem expedient.

You are further notified that no further payments will be made under said contract until you have complied with this notice and the requirements and the provisions of said contract with respect to conducting the work under six hour shifts.

Yours very truly

J. M. DEVERS

JMD:FW

cc Mr. Thomas J. Williams,
Ogden, Utah

United States Fidelity & Guaranty Company,
1208 Porter Building,
Portland, Oregon.

FORM 5-A-1 4799 5000 7-30

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

August 4, 1932.

IN REPLY PLEASE REFER TO FILE NO.

167C

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

It is decided to include the Umatilla-Washington State Line Project Surfacing and Oil Rock in maintenance materials in the projects for unemployment work and $120,000.00 has been set up for this.

Will you kindly prepare the plans and specifications for letting this project on August 31st, based upon a B-12, with appropriate maintenance material. The present gravel topping can also be covered and stabilized with 2" of 1½" material. Use crushed rock for this project. One quarry has been reserved under the Bureau of Public Roads act and is the Large Butte along Cold Springs Wash.

$55,000.00 has also been set up for the Durkee-Cales Bituminous Macadam. This should also be a B-12 Specification, but I presume the leveling course is unnecessary as you have used the salvaged material.

We would appreciate having these projects immediately.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

HGS/H

H. G. Smith,
Construction Engineer.

NOTED
State Highway Engineer

Mr. Baldock

August 4, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement for the Sand Station-Washington State Line Section, Project No. 167-B.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/HR.

encl.

Oregon State Highway Department

Project No. 167-B

SAND STATION-WASHINGTON STATE LINE SECTION
OF THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 1, 1932.

UNIT NO. 3 (Contract Prices)

73,000	cu. yds.	Common Excavation	$ 0.18	$ 13,140.00
64,000	" "	Intermediate Excavation	0.18	11,520.00
124,000	" "	Solid Rock Excavation	0.66	81,840.00
68,000	yd. sta.	Overhaul	0.01	680.00
158,000	yd. mi.	Truck Haul	0.10	15,800.00
19,000	cu. yds.	Gravel Topping	0.15	2,850.00
31,000	yd. mi.	Hauling Gravel Topping	0.10	3,100.00
900	cu. yds.	Dry Rubble	4.00	3,600.00
150	" "	Cement Rubble Masonry	10.00	1,500.00
800	lin. ft.	18" Culvert Pipe	1.40	1,120.00
120	lin. ft.	24" Culvert Pipe	2.20	264.00
				$135,414.00
		Lump Sum Reduction		1,843.81
				$133,570.19

UNIT NO. 4 (Contract Prices)

13,000	cu. yds.	Common Excavation	$ 0.16	$ 2,080.00
54,000	" "	Intermediate Excavation	0.16	8,640.00
77,000	" "	Solid Rock Excavation	0.54	41,580.00
83,000	yd. sta.	Overhaul	0.01	830.00
19,000	yd. mi.	Truck Haul	0.10	1,900.00
17,000	cu. yds.	Gravel Topping	0.15	2,550.00
26,000	yd. mi.	Hauling Gravel Topping	0.08	2,080.00
160	cu. yds.	Riprap	1.50	240.00
100	" "	Dry Rubble	4.00	400.00
1,000	lin. ft.	18" Culvert Pipe	1.40	1,400.00
300	" "	24" Culvert Pipe	2.20	660.00
100	" "	36" Culvert Pipe	4.00	400.00
				$ 62,760.00
		Lump Sum Reduction		1,050.00
				$ 61,710.00

HALF-VIADUCT (Sta. 751+26 - Sta. 753+00)

50	cu. yds.	Excavation	$ 2.00	$ 100.00
95	" "	Class "A" Concrete	19.00	1,805.00
77	" "	" "D" "	19.00	1,463.00
34,000	lbs.	Metal Reinforcement	0.042	1,428.00
300	lin. ft.	Stone Handrail	2.00	600.00
				$ 5,396.00
		Lump Sum Reduction		735.00
				$ 4,661.00
				$199,941.19
		10% Engr. & Cont.		19,994.11
		Total, Roadway.....		$219,935.30

JUNIPER CANYON BRIDGE (Sta. 815+80 to Sta. 818+20)

440	cu. yds.	Excavation	$ 1.25	$ 550.00
240	" "	Class "A" Concrete	16.00	3,840.00
195	" "	Class "D" Concrete	16.00	3,120.00
70,000	lbs.	Metal Reinforcement	0.037	2,590.00
60	M-F.B.M.	Lumber & Timber	56.00	3,360.00
500	lin. ft.	Composite Handrail	2.00	1,000.00
				$ 14,460.00
		Lump Sum Reduction		135.00
				$ 14,325.00
		10% Engr. & Cont.		1,432.50
		Total...............		$ 15,757.50

Length of Roadway	7.732 mi.
" of Juniper Canyon Br. 140.0 ft.	.027 mi.
" of Project	7.759 mi.

Cost per mile, roadway $28,444.81

SUMMARY

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$219,935.30	$136,865.73	$83,069.57
Bridge	15,757.50	9,805.89	5,951.61
	$235,692.80	$146,671.62	$89,021.18

State funds for construction: Chap. 175, Laws 1917: Chap. 31, Laws 1920.

" " " maintenance: Chap. 41, Laws 1927.

S. H. NEWELL
THOS. J. WILLIAMS

NOTED
State Highway Engineer

S. H. NEWELL & COMPANY
GENERAL CONTRACTORS
BOARD OF TRADE BUILDING
PORTLAND, OREGON

July 30 1932.

R.H. Baldock , State Highway Eng.
Salmm , Oregon.
Dear Sir:-

In reply to your letter of July 27 , we call attention to our letter of July 15 to Jos. G. Toole. Res. Eng. which remains unanswered.

Subsequent to July 15 , the writer confered with Chairman Scott before his retirement from the Highway Commission. It was Mr. Scott's plan to have the legal point at issue discussed informally by Mr. J.M. Devers and Mr. Albert Ridgway prior to the last Highway Commission meeting in Portland, after which Mr. Ridgway and the writer were to appear before the Commission at a time to be later designated and present the facts as well as our ideas. As you know, Mr. Scott resigned from the Commission , Mr. Devers did not contact Mr. Ridgway and the writer has been unable to contact Mr. Devers due to the press of other matters concerning us both.

We have been and are anxious to discuss the six hour day with reference to our work. We do not wish to stand upon the contract and are prepared to make a considerable monetary sacrifice , not as a matter of contract responsibilty , but rather as a direct contribution towards the alleviation of unemployment. To this end we offer to meet you at Salem or Mr. W.C. Williams at La Grande , Oregon , at any time you shall designate, at which time we will submit our plans for completing the Columbia River Highway work as well as a schedule of operations. We desireto make it clear to you at this time that the completion of the work within the time specified cannot be insured if our operations be curtailed to twelve hours each day, and further that it is our firm opinion that the work will not be completed by March 31 1933 if such an operating schedule is resorted to at this time . Later developments may show a higher rate of progress than anticipated , and in that event we will offer no objections to curtailing the hours of work. At this early stage in the contract , however , we believe there is insufficient data upon which to base a conclusion that we can cut our anticipated time by as much as one third , or even by any substantial amount at all.

At the time your letter was written we did not have sufficient equipement on the work to complete the contract within the time specified. We were however in accordance with our original plans , moving additional equipement onto the work and we have at the present time the following equipement located on the Sand Station- Washington State Line and Umatilla Overcrossing Sections of the Columbia River Highway.

1	2½ cu.yd. Bucyrus Erie deisel shovel
1	1½ cu.yd. Bucyrus Erie deisel shovel and dragline
6	7 cu. yd. Sterling dump body trucks
2	5 cu.yd. White dump body trucks (one to report next week.)
5	Ford Model "A" trucks and cars (two to report next week.)
1	2½ International truck
1	528 cu. ft. I.R. stationairy compressor

[illegible]ock , State [illegible]y Eng.
Salem Oregon.

1	220 cu.ft. I.R. Portable compressor
1	310 cu.ft. G.D. Portable compressor (to report next week)
1	110 cu.ft. G.D. Portable compressor (to report next week)
13	Jackhammers
1	Class C Sullivan Steel sharpener
1	60 Caterpillar with Bulldozer
1	30 Caterpillar with power scraper and Blade (to report about Sept. 1 for finishing operations)

We have constructed a modern camp with housing and feeding facilities for one hundred men , which is a rough estimate of the m maximum crew required in accordance with our construction plans.

The writer expects to be at Juniper Station and Umatilla during the entire coming week and can be reached through Hermiston , Oregon . , and will be looking for further communication from you.

Very truly yours,

S.H. NEWELL & CO.

By Sidney H. Newell

SHN/E

cc

C O P Y

July 15, 1932.

RECEIVED
AUG 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

Jos. G. Tool, Res. Eng.,
Oregon State Highway Dept.
Hermiston, Oregon.

Dear Sir:

Acknowledging receipt of your letter of July 12, mailed July 14. As stated to you on July 8, by the writer, we have endeavored to obtain a conference with Commissioner Scott in order to discuss the hours of labor. Up to and including yesterday we were unable to contact Mr. Scott. The writer made a trip to Salem today for the purpose of discussing this matter with Mr. Baldock or Mr. Glaisyer, but both were out.

The matter involved is one of contract rather than of engineering specification. It is our understanding that it is not the province of a resident engineer to interpret a contract, except as to specification and that any instructions so given are not binding upon the highway commission in their effect.

We do not interpret the contract as you do and as we have previously set forth. To place your interpretation on that clause of the contract dealing with hours of labor presupposes that the highway commission purposely confused the issue, and this we do not believe to be the fact. The contract does specifically provide for operating two eight hour shifts and we construe this to mean that where the work involved would normally call for the operation of two eight hour shifts that no restriction was intended to be placed on such method of operation.

If our contention is correct then we should be permitted to operate two eight hour shifts as contemplated in our bid unless it can be shown beyond any reasonable doubt that we could complete the contract with the amount of equipment originally planned within the time specified, operating six hour shifts.

We do not believe that you will maintain that such is the case nor that you have prepared a schedule of operations based upon records of similar contracts which will maintain an opinion that this contract can be completed within the time specified, operating less than two full eight hour shifts.

For us to change from two eight hour shifts to two six hour shifts will involve at this time an increase in wages per unit of work of approximately 30%. In addition it will also require an increase of between 30% and 50% of equipment in order to complete the contract within the time specified. Moving expenses and camp investment will be increased approximately 50%. These figures can only be submitted approximately for the reason that we have never prepared a schedule of operations based on six hour shift operation.

We beg to call to your attention, that to the best of our knowledge, no contractor has ever attempted to operate a highway grading contract on more than a two shift basis, and that the success of three shift operation is more than questionable.

We further submit that this company owns only sufficient trucks, shovels and compressors to maintain a two shovel operation. In order to increase the number of units we would either have to acquire additional equipment or rent the same. It must be evident to any engineer familiar with the work that our prices must have been based upon very low equipment rentals as well as upon the most efficient employment and use of labor.

To ask us to change our entire plan of operations would certainly involve a heavy loss and might very well make it impossible to complete the contract. We ask that your letter be withdrawn until such time as the State Highway Commission will render us a hearing in the matter.

Very truly yours,

S. H. NEWELL & CO.,

By

OR 167 B

July 19, 1932

Mr. M. A. Lynch,
Redmond,
Oregon.

Dear Mr. Lynch:

This is in reply to your inquiry of July 15, regarding S. H. Newell & Company.

This company has two contracts with the State Highway Commission—Contract No. 1364, grading of the Sand Station-Washington Station Line Section of the Columbia River Highway in Umatilla County, and Contract No. 1366 for the widening of the Deschutes River Tunnel on the Columbia River Highway in Wasco County.

Work on Contract No. 1364 started on June 6, and Estimate No. 1, covering work performed up to July 11, 1932, is now being passed for payment. An inspection of the estimate indicates that the work was approximately 13% complete on July 11. The specified date of completion is March 31, 1933. I am informed that the work is progressing in a satisfactory manner. To-date no claims have been filed against the contractor.

Concerning Contract No. 1366 wish to say that the work was started on June 23, and no estimates have as yet been presented for payment. The Resident Engineer on this project states that the work is progressing in a satisfactory manner, and this is verified by the Construction Engineer, H. G. Smith. Relative to claims against this job, will say that none has been filed in this office, which would indicate that the contractor is taking care of his obligations as they become due. Should it come to my attention that the contractor is not meeting his obligations, I shall be pleased to inform you.

With kindest personal regards, I remain

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HDG:AF

S. H. Newell & Company

Contract No. 1364 - Sand Station-Washington State Line Section -

Work on the above contract was started on June 8, 1932 - Est. #1 for work performed to July 11th, 1932 is now being passed for payment.

Work on this contract was approximately 16% complete on July 11th. Completion date is March 31, 1933 -

No claims have been filed to date and progress has been good.

Contract No. 1366 - Deschutes River Tunnel -

No estimates have been presented so no payments have been made on this contract.

No claims have been filed to date. Completion date is July 31, 1932.

The work was started on June 23rd, 1932. Pecks reports show that the work has been progressing satisfactory. H. G. Smith says that his progress on this work has been fair.

M. A. LYNCH, Pres. CDA F. ROBERTS, Vice Pres. J. R. ROBERTS, Sec'y.-T

Lynch & Roberts
THE QUALITY STORE

REDMOND, OREGON.

7/13/32.

Mr H.B.Glaisyer,
Salem Ore.

Dear Mr Glaisyer,

Thanks very much for your letter of the 12th inst regarding the action of the Commission on the proposed oiling job of the Santiam Road.

I would like to ask you in confidence how the S,H,Newell Co are taking care of their obligations as we are doing quite a little business with them and at times could get pinched pretty hard should they go haywire on the job.

With very best of wishes and kindest personal regards I beg to remain

Very Truly Yours,

M A Lynch

---

hour shifts. I do not recommend that permission be granted the S. H. Newell Company to work eight-hour shifts.

RECEIVED
JUL 18 1932
STATE HIGHWAY COMMISSION
OREGON

Very truly yours,

Division Engineer.

WCW:OW

cc Jos. G. Toole.

FORM 2-H-1 5729 1M 4-32

- COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

167B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 16, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock.
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The S. H. Newell Company, General Contractors on the Sand Station-Washington State Line Grading Project, have been working two eight-hour shifts and I recently notified Resident Engineer Jos. G. Toole to inform them that their working shifts were to be reduced to six-hour shifts immediately.

In reply Mr. Newell states that he is not violating the terms of the contract in working eight-hour shifts, and does not wish to comply with the request until further advised by either you or Mr. Scott.

I see no reason for the working of eight-hour shifts on this project as sufficient time is allowed for the completion of the work on the basis of two six-hour shifts per day. However, if the contractor feels that it is necessary to work sixteen hours per day, he should work three six-hour sifts instead of two eight-hour shifts. I do not recommend that permission be granted the S. H. Newell Company to work eight-hour shifts.

RECEIVED
JUL 18 1932
HIGHWAY COMMISSION
OREGON

Very truly yours,

W C Williams

Division Engineer.

WCW:OW

cc Jos. G. Toole.

July 13, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Enclosed herewith are six copies of estimate accompanying plans for the Half Viaduct and Juniper Canyon Bridge on the Sand Station-Washington State Line Section, Project No. 167-B. Five blueprint copies of Sheet No. 2 of the plans are being sent under separate cover. This sheet has been revised by the addition of the quantities for the Half Viaduct and Bridge.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 167-B

SAND STATION-WASHINGTON STATE LINE SECTION
OF THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY

(Estimate with plans for Half Viaduct and Juniper Canyon Bridge. Not as Basis for Project Agreement).

Salem, Oregon, July 13, 193[illegible].

UNIT NO. 3 (Contract Prices)

73,000	cu. yds.	Common Excavation	$ 0.18	$ 13,140.00
64,000	cu. yds.	Intermediate Excavation	0.18	11,520.00
124,000	cu. yds.	Solid Rock Excavation	0.66	81,840.00
68,000	yd.stas.	Overhaul	0.01	680.00
158,000	yd. mi.	Truck Haul	0.10	15,800.00
19,000	cu. yds.	Gravel Topping	0.15	2,850.00
31,000	yd. mi.	Hauling Gravel Topping	0.10	3,100.00
900	cu. yds.	Dry Rubble	4.00	3,600.00
150	cu. yds.	Cement Rubble Masonry	10.00	1,500.00
800	lin. ft.	18" Culvert Pipe	1.40	1,120.00
120	lin. ft.	24" Culvert Pipe	2.20	264.00
				$ 135,414.00
				1,843.81
		Lump Sum Reduction		1,9[illegible]
				$ 133,45[illegible]
				133,570.19

UNIT NO. 4 (Contract Prices)

13,000	cu. yds.	Common Excavation	$ 0.16	$ 2,080.00
54,000	cu. yds.	Intermediate Excavation	0.16	8,640.00
77,000	cu. yds.	Solid Rock Excavation	0.54	41,580.00
83,000	yd. sta.	Overhaul	0.01	830.00
19,000	yd. mi.	Truck Haul	0.10	1,900.00
17,000	cu. yds.	Gravel Topping	0.15	2,550.00
26,000	yd. mi.	Hauling Gravel Topping	0.08	2,080.00
160	cu. yds.	Riprap	1.50	240.00
100	cu. yds.	Dry Rubble	4.00	400.00
1,000	lin. ft.	18" Culvert Pipe	1.40	1,400.00
300	lin. ft.	24" Culvert Pipe	2.20	660.00
100	lin. ft.	36" Culvert Pipe	4.00	400.00
				$ 62,760.00
				1050.—
		Lump Sum Reduction		918.14
				$ 61,841.86
				61 710.00

Half Viaduct (Sta. 751+26 - Sta. 753+00) (Estimated Prices)

50	cu. yds.	Excavation	$ 5.00	$ 250.00
95	" "	Class "A" Concrete	18.00	1,710.00
77	" "	Class "B" Concrete	18.00	1,386.00
34,000	lbs.	Metal Reinforcement	.0425	1,445.00
300	lin. ft.	Stone Handrail	3.50	1,050.00
				$ 5,841.00
				$ 201,115.84
			10% Engr. & Cont.	20,111.58
			Total, Roadway	$ 221,227.42

Juniper Canyon Bridge (Sta. 815+30 to Sta. 818+20 (Estimated Price)

440	cu. yds.	Excavation	$ 2.00	$ 880.00
240	cu. yds.	Class "A" Concrete	18.00	4,320.00
195	cu. yds.	Class "B" Concrete	18.00	3,510.00
70,000	lbs.	Metal Reinforcement	.0425	2,975.00
60	M-FBM	Lumber & Timber	60.00	3,600.00
500	lin. ft.	Composite Handrail	3.50	1,750.00
				$ 17,035.00
			10% Engr. & Cont.	1,703.50
			Total, Bridge	$ 18,738.50

Length of Roadway	7.732 miles
Length of Juniper Canyon Br. 140.0 ft.	.027 "
Length of Project	7.759 "
Cost per mile, roadway	$28,611.92

SUMMARY

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$221,227.42	$137,669.82	$ 83,557.60
Bridge	18,738.50	11,660.96	7,077.54
	$239,965.92	$149,330.78	$ 90,635.14

NON-PARTICIPATING ITEMS

Sheep Pass (Sta. 713+50)

5 cu. yds.	Class "B" Concrete	$25.00	$125.00
12 M. F. B. M.	Lumber & Timber	50.00	600.00
			$725.00

FORM 8-A-1 4131 7M 5-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 26, 1932

IN REPLY PLEASE REFER TO FILE NO.

Sand Str - Washington
State Line Grading
F.A. #167

Mr. R. H. Baldock,
Office.

Dear Sir:

In response to your request for an opinion construing the six hour shift provision in our contracts, wish to advise that in my opinion the work must be carried on under the six hour working shift; in other words, no person other than those mentioned in the exception shall be required or permitted to work more than six hours in any one day, except in cases of emergency.

The proviso, which reads as follows:

> " * * provided, however, that if, in order to insure the completion of the project within the specified time limit, it is necessary for the contractor to operate more than twelve hours per day, then and in that event the use of shifts longer than six hours each, but not longer than eight hours each, and the employment of labor accordingly, will be permitted."

is an exception to the regular order and requirement, and before the exception can apply or be operative the contractor must establish to the satisfaction of the Engineer the fact, if it is a fact, that he cannot complete the project within the specified time limit operating under the six hour working shift.

To state my opinion in another way, the contractor under the terms of the contract is required to conduct his work in recognition of and in harmony with the six hour working shift arrangement, and before he can abandon that scheme or plan he must show to the satisfaction of the Engineer that compliance with the six hour working shift will not insure completion of the work within the time limit fixed in the contract.

Yours very truly

J. M. Devers P.W.

J. M. DEVERS

JMD:PW

COMMISSIONERS
LIE M. SCOTT, CHAIRMAN, PORTLAND
ARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

167 BC

IN REPLY PLEASE
REFER TO FILE NO.

Mr. John G. Toole,
Resident Engineer,
Hermiston, Ore.

Dear Sir:

Under separate cover we are returning the 100 ft. detail map and 16 rolls of cross-sections covering the Sand Station-Washington State Line Section on the Columbia River Highway.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H. G. Smith

H. G. Smith,
Construction Engineer.

Dictated by

Charles E. Low

CC to
R. H. Baldock

OR169BC

June 27th, 1932

Mr. S. Murray,
Chief Engineer,
O. W. R. & N. Co.,
Portland, Ore.

Dear Sir:

This is to advise that the Oregon State Highway Commission will pay for the services of an engineer to be furnished by the O. W. R. & N. Co., while construction is in progress on encroachments #5 and #6 on the Sand Station-Washington State Line Section of the Columbia River Highway, to act as an inspector to supervise the construction along the O. W. R. & N. tracks.

The salary of said engineer to be $225.00 per month and expenses.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

CC to

H. G. Smith

FORM 2-6-1 4097 900 8-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
JUN 20 1932
OREGON
STATE HIGHWAY COMMISSION
IN REPLY PLEASE REFER TO FILE NO.

June 17, 1932.

PR 167 B

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

NOTED
State Highway Engineer

Sand Sta.-Washington State Line.
Re: Extra Work Order #1 —

Attention Mr. H. G. Smith:

Dear Sir:

Herewith order for extra work for construction of a small building to provide quarters for time keeper and rock checkers. It is necessary that these men be quartered at the camp and it is not at all suitable to place the men in tents in that locality due to the severe heat during the summer months.

Very truly yours,

W C Williams

Division Engineer.

WCW V

Incls.

cc [illegible]

Form No. 24A—E-18744—8M

This copy for:
Salem Office . . . ☐
Contractor . . . ☐
Division Engineer . ☐
Resident Engineer . ☐

OREGON STATE HIGHWAY DEPARTMENT

ORDER FOR EXTRA WORK

167 B

Job Sand Station-Washington State Line
Date, June 15, 1932
Highway Columbia River
Contract No. 1364
County Umatilla
Order No. 1
Contractor S. H. Newell & Company
Job Prefix 30 PL

The following work is hereby classified as "Extra Work," to be performed and paid for in accordance with the terms of contract.

Description of work to be done: To construct a small building (12' x 16') at the contractor's camp site near Juniper Canyon.

Location by station numbers: 400 feet left of Sta. 806

RECEIVED
JUN 21 1932
OFFICE OF
CONSTRUCTION ENGINEER

Estimate of quantities and cost: $65.00

Explanation: ~~This building is to provide quarters for state employees~~
(Explain here the conditions which cause this work to be classed as "extra work")
~~during construction operations.~~------

This building is to provide quarters for timekeeper and rock checkers during construction operations.

Recommended for approval:
Jos. G. Dooly
Resident Engineer

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job. Neither should a single order cover work on more than one unit of a project, particularly when the units have separate prefixes.

Submit four copies of the order to Salem. After approval of the order by the state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Recommended for approval:
Division Engineer

Approved:
State Highway Engineer

OR167P

June 13, 1932

Shell Oil Company,
1020 Chamber of Commerce Bldg.,
Portland, Oregon.

Attention of Credit Department

Gentlemen:

In answer to your inquiry of May 24, we are pleased to give you the following information concerning the S. H. Newell & Company contract:

This contract is known as State Highway Contract No. 1334 and was awarded to S. H. Newell & Company on May 13, 1932.

The description of the contract is: 8.02 mi. of grading - Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County.

The amount of the contract is $202,975.00. A surety bond, in like amount, was furnished by the contractor for the protection of all claims that may be incurred against the project. The bond was written by U. S. Fidelity & Guaranty Company, for whom G. C. Price is resident agent, with offices in the Porter Building, Portland, Oregon.

The contract specifies that the job must be completed on or before March 31, 1933.

Very truly yours,

STATE HIGHWAY COMMISSION

By

ary

AJ
cc Shell Oil Co.,
Seattle, Wash.

This is in response to you [illegible]
of May 23.
S. H. C.

PETROLEUM PRODUCTS

SHELL OIL COMPANY
PACIFIC NORTHWEST DIVISION
SHELL BUILDING
1219 WESTLAKE AVE. NORTH
SEATTLE

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE

May 23, 1932.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: S. H. NEWELL & COMPANY

We are advised that the subject concern has been awarded a contract by the State of Oregon, amount $202,973.00, calling for grading of 8.3 miles of the Sand Station State-Line Section of the Columbia River Highway, Wallula Cut-Off. Will you kindly favor us with the following information:

1. Name of the principal contractor.
2. Contract description of job in question.
3. Amount of the job in dollars.
4. Amount of the bond in dollars.
5. The name and address of the bonding company.
6. The name and address of the agents for the bonding company.
7. The approximate date set for completion.

RJ:AH

Yours very truly,

SHELL OIL COMPANY

A. C. GUSKE
Division Credit Manager

SHELL OIL COMPANY

PETROLEUM PRODUCTS

1020 CHAMBER OF COMMERCE BUILDING

PORTLAND

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

May 24, 1932.

OREGON STATE HIGHWAY COMMISSION,
Attention - Mr. H. B. Glaisyer, Sec.,
Salem, Oregon.

Dear Sir:-

We understand that S. H. NEWELL & COMPANY, contractors, have been successful in being awarded the contract for grading 8.3 miles of the Sand Station State-Line Section of the Columbia River Highway, Wallual Cut-off.

As we shall be furnishing gasoline and oil to this company for use in connection with this job, we would appreciate it very much if you will give us the following information.

1. Description of the job as carried on your records

2. Amount of the job

3. Amount of bond posted and name of bonding company or agents.

4. Time set for completion of the job.

Yours very truly,

SHELL OIL COMPANY.

Credit Department.

RHF:N

PR167BC

June 13, 1932

Mr. Alex Green,
Heppner, Oregon.

Dear Sir:

In response to your inquiry of June 10th we wish to advise that the contracting firm who are now engaged in work on the Wallula Cut-off is S. H. Newell & Company who have offices in the Board of Trade Building, Portland, Oregon.

The contract which the above firm have is known as the Sand Station-Washington State Line Section of the Columbia River Highway.

Very truly yours,
STATE HIGHWAY COMMISSION,
By
Secretary.

Dict. by J. McFarland.

Heppner Ore
June 10, 1932

The state highway Commission
Salem, Ore

Dear sirs: I wish to know who has the contract for building the road called the Wallula cut off leading out of Umatilla, in Umatilla County. Will you please give me this information

Very respectfully
Alex Green
Heppner, Ore.

P.S. Please give address. Also if road is to be built this season.

S. H. Sewell & Co.
[illegible]
Sand [illegible]

RECEIVED
JUN 13 1932
OREGON
STATE HIGHWAY COMMISSION

Form 39—3165—5M—2-32.

ORE[illegible] STATE HIGHWAY DEPARTME[illegible]

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
JUN 14 1932
OREGON
STATE HIGHWAY COMMISSION

Date June 11, 1932

Job name Sand Station-Washington State Line Grading

Highway Columbia River

County Umatilla Job prefix 30 PL

Week from June 5th to June 12th

Mail address Hermiston, Ore.

Telegraph or telephone address " "71"

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Grading work was begun June 8th. The two-yard shovel was started at cut opposite Juniper Station (Station 957), and is to work toward the east end of section.

On June 11th, the installation of a portable air compressor with equipment was completed, and the drilling of the large cut at the east end of project "B" was begun. The engine for the stationary drilling plant is here, but has not yet been installed.

Very good progress is being made on the construction of the camp. Quarters are being erected to accomodate approximately 150 men.

The contractor has increased his force to a total of 39 men at the date of this report. All employees are Oregon residents according to information which I have been able to secure.

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday	Warm	Warm
Monday	"	Windy
Tuesday	"	"
Wednesday	Hot	Hot
Thursday	Moderate	Moderate
Friday	Hot	Hot
Saturday	"	"

Engineering work during the week consisted of cross-sectioning, and setting culvert and ditch stakes.

RECEIVED
JUN 14 1932
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project 8.0

Miles completed -

Miles completed except finishing 0.1

Total cubic yards in project 436,000

Cubic yards moved to date 3500

Miles covered by contractor's forces 0.5

Miles cross-sectioned 6.0

Miles cross-sections completed and checked 2.4

Miles to be measured -

Number men in Engineering Party 7

Contractor's average force for week 32 men,

0 teams, 1 steam shovels

Grading work will be completed about March 31, 1933

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 30PL Percentage 100%
2. .... Percentage ....
3. .... Percentage ....
4. .... Percentage ....

PR167B

June 2, 1932

M. N. Jenkins, Chairman
Umatilla Good Roads Association
Umatilla, Oregon

Dear Sir:

In response to your letter of May 26 addressed to Leslie M. Scott, Chairman of the State Highway Commission relative to the employment of local help on the Wallula Cutoff under contract held by S. R. Newell & Co. of Portland, please be advised that this is a Federal Aid job and we do not have full control of the specifications as we do have on projects not under Federal Aid. However, we have sent out the attached letter to our Division Engineers with reference to the employment of labor on these contracts and I will call this matter to the particular attention of Mr. W. C. Williams of La Grande.

We have specified Oregon labor and not necessarily local labor because we cannot put too many instructions in our contracts in the interest of efficiency and low prices and after all, this is state money and the state as a whole should be regarded with reference to the employment of labor as well as the local communities. We do insist, however, that no foreign state men be hired except the contractors key men such as foremen, timekeepers, expert mechanics, et cetera.

I shall request Mr. Williams to call on you and talk with you personally on this job.

Very truly yours,

State Highway Engineer

RHB:jn
c.c. Mr. W. C. Williams
Mr. L. M. Scott

I am wondering whether we should let any more non-Federal aid contracts, in view of shrinking revenues.

Governor Meier suggests that we defer until July.

5-31-32

---

ay 26, 1932.

RECEIVED
JUN 1 1932
OREGON
STATE HIGHWAY COMMISSION

r. R. H. Newell
not intend to employ
a Cutoff extension,
zation, composed of
time.

ion with you and
of your last meeting
cal help possible
this job, and that
ut possibly higher
d be necessary to
e contractor's

ot see any reason for
abor, either from
ed locally, therefore
ur local unemployed
ive our men an
ssure me that later
al men would be given
complete force now,
any jobs, (if any)

list of the local
this job, which list
be capable of handling

you can do for us

M A Jenkins

Chairman-Umatilla Good Roads Assn.

Umatilla, Oregon, May 26, 1932.

RECEIVED
JUN 1 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. L. M. Scott,
Chairman State Highway Commission,
Portland, Oregon.

Dear Sir:

In a telephone conversation with Mr. S. H. Newell this afternoon, he informed me that he did not intend to employ much if any of our local help on the Wallula Cutoff extension, as he now has practically his entire organization, composed of men who have been working for him for some time.

My understanding, from my conversation with you and the other members of the Commission the day of your last meeting when this contract was let, was that all local help possible should be given preference in employment on this job, and that no out of state men should be employed except possibly higher class mechanics or bookkeepers such as would be necessary to maintain the standards and efficiency of the contractor's organization.

If I am correct about this, I do not see any reason for Mr. Newell to import such help and common labor, either from out of state or Portland, as could be secured locally, therefore we believe it only a matter of justice to our local unemployed that he be prevailed upon by your body to give our men an opportunity at this work. Mr. Newell did assure me that later on in case there were any vacancies the local men would be given the chance to fill in, but that as he has a complete force now, there was no likelihood that there would be any jobs, (if any) for from four to six weeks.

As was suggested, I have secured a list of the local men who have been expecting to get work on this job, which list now numbers about 75 men among whom are those capable of handling most any job on this work.

I will certainly appreciate anything you can do for us along these lines.

Respectfully yours,

M A Jenkins

M. A. JENKINS

Chairman-Umatilla Good Roads Assn.

8R167 B

OREGON STATE HIGHWAY COMMISSION

May 17, 1932.

Mr. Leslie M. Scott, Chairman
State Highway Commission,
1025 Yeon Building,
Portland, Oregon.

Dear Mr. Scott:

At Mr. Baldock's request, I am replying to your letter of May 15th, referring to H. M. Jenkin's communication relative to the employment of Oregon labor on the Wallula project.

I am enclosing a copy of the special provision relating to employment of labor which we are running in all contracts for federal aid work. This special provision is not quite as strong as the one which we are using on state projects (copy of which is also enclosed), in that it contains the words "other conditions being equal," but these words were added at the insistence of the Bureau of Public Roads.

We will endeavor to enforce this provision rigidly, and to that end we are instructing our field engineers to check closely on the contractor's employes, and to insist on complete compliance with this requirement of the contract. We are, also, requesting the field engineers to report weekly, giving the number of non-resident men engaged on the work and the circumstances relative to their employment.

A copy of our letter to the field engineers is enclosed for your information.

Very truly yours,

S. H. Probert,
Office Engineer.

SHP:MR

cc Mr. Carl G. Washburne,
Eugene, Oregon.

cc Mr. E. B. Aldrich,
Pendleton, Oregon.

encl.

ORTLAND
ION
ORNE, EUGENE

GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF LESLIE M. SCOTT, CHAIRMAN
1025-29 YEON BUILDING
PORTLAND, OREGON

May 15, 1932.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Baldock:

We have a communication from Umatilla Good Roads Association, M. N. Jenkins, Chairman, asking that Oregon workmen be employed upon the Wallula project, and saying that in the preceding work many of the workmen came from the State of Washington. I trust that we are covering this matter according to our policy.

Yours truly,

Les Scott

Write Scott re this
and send copy to chairman

Answered May 17th

May 5, 1932

Leslie M. Scott, Chairman
Oregon State Highway Commission
Portland, Oregon

E. B. Aldrich, Commissioner
Pendleton, Oregon

Carl G. Washburne, Commissioner
Eugene, Oregon

Gentlemen:

Mr. Devers has asked me to present the original of the attached copy of letter to the Commission at its next meeting. I thought you would wish to be informed of the contents thereof before the date of the meeting, hence the inclosure.

Very truly yours,

Secretary

RBG:jn
c.c. Mr. Baldock

Umatilla, Oregon, April 18, 1932.

Mr. J. H. Devers, Attorney,
State Highway Commission,
Salem, Oregon.

Dear Sir:

In the hopes of avoiding this year the undesirable conditions such as existed during the construction of the first unit of the Umatilla-Wallula Cutoff last season not only to the detriment of both contractor and employees but also to the citizens and taxpayers of the State of Oregon, our local organization is herein submitting for your consideration a suggestion as to the advisability of inserting certain clauses in the next contracts to be let on the Wallula Cutoff as well as on other state road work which we feel might remedy conditions to some extent.

First - That all labor employed under this and other state road work contracts must be bona fide residents and citizens of the state of Oregon.

Second - That all local labor shall be registered with a local committee which has been authorized to handle the work, which committee shall ascertain the amount of local labor available and its fitness for the various jobs, and that the contractors shall confer with this committee when employing men and shall give preference to all local labor before hiring outside help.

The first clause would eliminate the conspicuous number of out-of-state men in evidence last year, which likely was the case on other road projects as well, to the extent that all the desirable jobs were given to out-of-state men and even on the ordinary jobs the local men had to compete with men furnished by outside employment agencies for a chance to work. In view of the fact that local and county charitable agencies were last winter forced to care for a number of families who might have been self-supporting had they had an opportunity to work during the summer, it would seem that the taxpayers of the state would be paying doubly, first on taxes to build state highways and second, to care for the unemployed, therefore it would seem very desirable that the contractors be required to give every preference possible to the state unemployed before employing drifters or even their regular crews from other states. However unless such a clause is inserted in the contract it is doubtful if the contractor would pay much attention to where his men came from.

As to the second clause, the reason for that is self-explanatory. There has been no work of any kind available here since last summer and a great many families are now existing through credit extended by our local merchants on the prospect of their working this summer. It is very necessary that every economy be practiced if they are to be self-supporting next winter and it would be clearly more profitable for them to obtain work near their homes instead of being compelled to seek work elsewhere in the state.

The local labor committee which we propose be appointed with the members thereof approved by yourself, should serve without compensation and be preferably chosen from local men employed on the road work. Such a committee would not only expedite the employment of men by the contractors but would be in a better position than any one else to look up the credentials of the men employed so that the state road money could be spread out to take care of as many local & state families as possible ; aside from this it would cooperate with the contractor in settling disputes between the contractor and men and possibly thus avoid the many complaints made to the State Labor Board in the past.

The above suggestions are most respectfully submitted with the hope that you will give them your careful consideration. Hoping to hear from you in the near future, and assuring you that we will be glad to cooperate with you in any way at any time, we remain,

Very respectfully yours,

UMATILLA GOOD ROADS ASSOCIATION.

By
Chairman.

~~#2023~~ OR16780

PHONE 2187

R. L. OAKLEY
CONTRACTOR
1061 WAVERLEY STREET
PALO ALTO, CALIFORNIA

May 9th 1932

May 10, 1932.

RECEIVED
MAY 10 1932

Mr. R. L. Okley,
1861 Waverly Street,
Palo Alto, California.

Dear Sir:

To provide you with the information requested in your letter of May 7th, we are today mailing to you an informational copy of the plans and specifications for the grading of the Umatilla-Washington State Line Section of the Columbia River Highway.

We are also sending copies of our prequalification statement forms, and, if these forms are filled out and submitted to us at once, it will be possible for us to pass upon your qualifications in time so that you can submit bids. If you should decide to do this, the proposal forms can be sent to you at Portland, or any other address, as soon as your prequalification statements have been passed upon.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

P. S. Project "A" is estimated to cost about $175,000, and Project "B" is estimated to cost about $90,000. We anticipate receiving from 15 to 25 bids on each project.

S. H. P.

R. L. OAKLEY
CONTRACTOR
1861 WAVERLEY STREET
PALO ALTO, CALIFORNIA

May 7th 1932

State Highway Engineer -
Muntnomah County Court House
Portland - Oregon -

RECEIVED
MAY 10 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir -

On May 18th you are asking for bids on 8 miles of work Umatilla and Wasco County Near the Deschutes Tunnels Involve some 295,000 cu yds in #1 Unit and 160,000 in #2 Unit. I am greatly interested in placing a bid in on this work as I worked on the Oregon Trunk Railroad some twenty two years ago in this district.

I am a licensed contractor of California, and have good equipment, and I would like to Know if you welcome outside competition on your jobs and also what qualification is required of a contractor in your state other than a certified check with the bid - and the necessary bond to preform the work - Would you also give me the estimated cost of this work so that if I should decide to bid I could bring along the

R. L. OAKLEY
CONTRACTOR
1661 WAVERLEY STREET
PALO ALTO, CALIFORNIA

required check to bid the jobs -

Any detailed information of the work that you can give me would be appreciated at this time and would help to decide if it is feasable to make such a long move -

In your opinion How many bids do you expect to have on this particular job?

What is the time limit for execution of the contract.

Are the jobs large enough for more than one 1½ cuyd shovel?

How are payments made and what porportion of the estimate monthly -

Yours truly

R. L. Oakley

P.S. I built the first State Highway in Oregon from Westpoint to Astoria in 1914. and had ½ Interest in the Contract.

167 B

OREGON STATE HIGHWAY COMMISSION
SALEM

April 8, 1932.

Mr. Jas. G. Toole,
Resident Engineer,
Hermiston, Oregon.

Dear Sir:

We are sending you by express the tracings for encroachments Nos. 5 and 6 on the Sand Station-Washington State Line section.

This is per your request of April 6.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by W. C. Crews/HK

TLAND, CHAIRMAN
DFORD
W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

Hermiston, Oregon
April 6, 1932

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. S. H. Probert

Dear Sir:

Will you kindly send me the tracings which we submitted for encroachments Nos. 5 and 6 on the Sand Station - Washington State Line Section, Columbia River Highway.

Very truly yours,

Jos. G. Toole
Jos. G. Toole
Resident Engineer

RECEIVE
APR 7 1932
OREGON
STATE HIGHWAY COMMISSIO

FORM B-A-1 781 8M 9-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

30-2

OREGON STATE HIGHWAY COMMISSION

SALEM

March 15, 1932

IN REPLY PLEASE REFER TO FILE NO.

Members of the Highway Commission

NOTED
State Highway Engineer

Gentlemen:

With relation to the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County, which project is more familiarly known as the Wallula Cut-off--Pursuant to Mr. Leslie Scott's request following our inspection on the ground some two weeks ago, I instructed the engineers to make an examination and a report of the cost of building the present survey which has a minimum elevation of approximately 317 feet with relation to the cost of building a grade line at the 335 foot elevation which would be five feet above the four proposed dam crests on the Columbia River. The War Department advises that they propose a series of dams, one at The Dalles, one at John Day, one at Arlington and one at Umatilla, each of which would be at the 330 foot elevation so that it would seem that regardless of the choice of the series of dams that ultimately we would have a dam on the Columbia River at the 330 foot elevation. They further advise that the dam will be so constructed to care for flood water so that an elevation of the highway grade five feet above the proposed dam crest will be sufficient.

The examination of the cost of these two routes discloses that the high line will cost approximately $64,000, including engineering and contingencies, more than the cost of building the low line. If we were to construct the low line at the present time the cost of reconstruction, at a later date, of the portion of the low line below the 335 foot elevation would amount to approximately $157,000, which would mean that if we invested the saving of $64,000 at 4% compound interest that it would equal an amount of $157,000, or the cost of reconstruction, in a period of twenty-three years. Inasmuch as 60% of the cost of the road is federal money and 100% of the dam construction is federal money it would seem that we should take this into consideration and while no one knows when these various dams will be constructed it would appear safe to assume that one of the dams involving the crest elevation at 330 feet would be built before a quarter of a century has elapsed.

In addition to the saving of money should this occur we should also take into consideration the inconvenience to traffic that a line change of this magnitude would mean and for the above reasons I would recommend that the high line be constructed at this time.

Should you decide to follow my recommendations in this regard, will advise that it will require about one months time to prepare the plans for the high line and an additional two weeks period for their examination by the Bureau of Public Roads, which would put the date of letting to approximately the first of May. I recommended a tentative date last meeting for a letting on May 7th, which date would be about the right time for this project should you decide to adopt the high line.

Very truly yours

R H Baldock

State Highway Engineer

RHB:PW

P-20796 1M 8-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

March 15, 1932

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

With further regard to the Sand Station-Washington State Line Section, I beg to advise that if the $64,000.00 saving made by the construction of the "Low Line" were invested at 4% interest that in 25 years it would amount to $157,000.00, the amount necessary to reconstruct the low line to the 355ft. elevation.

Yours very truly,

H G Smith

H. G. SMITH,
CONSTRUCTION ENGINEER.

2-A-1 F-20735 1M 3-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

March 15, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

Attached please find estimates submitted by J. G. Toole, Resident Engineer, on the cost of constructing the Sand Station-Washington State Line Section on the Columbia River Highway, at an elevation of 335', except for a short distance where it is proposed to use a temporary grade crossing of the Railroad spur at Sand Station.

The line construction at this elevation plus the usual percentage for engineering and contingencies is estimated at $285,166.75, based upon the prices used on the estimate prepared for the Low Line Project.

The Low Line survey which entirely disregarded the dams was estimated to cost $221,095.90 with engineering, making the additional cost of the Highway constructed at an elevation of 335' more than the cost of the survey which entirely disregarded the dams, $64,070.85.

This estimate is based upon fairly conservative prices as it was not thought advisable to base an estimate involving so much railroad interference work upon the extremely low prices bid during the last lettings.

Yours very truly,

H G Smith

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/h

SAND STATION - WASHINGTON STATE LINE SECTION

COLUMBIA RIVER HIGHWAY

UMATILLA COUNTY

ESTIMATE FOR LINE ON OR ABOVE ELEVATION 335.00 EXCEPT FROM STA. 631 - 685 WHERE THE PROPOSED LINE FOR GRADE CROSSING OF SPUR AT SAND IS USED

Clearing and Grubbing						$ 300.00	
Common Excavation	85,500	Cu. Yds.	at	0.21	.20	17,955.00	
Intermediate Excavation	92,000	" "	"	0.36	.25	33,120.00	
Solid Rock Excavation	209,000	" "	"	0.72	.60	150,480.00	
Overhaul	148,000	Sta. Yds.	"	0.02		2,960.00	
Truck Haul	160,000	Yd.Mi.	"	0.16		25,600.00	
18" Culvert Pipe	2,070	Lin. Ft.	"	1.50		3,105.00	
24" Culvert Pipe	230	" "	"	2.00		460.00	
36" Culvert Pipe	120	" "	"	4.50		540.00	
Rip Rap	400	Cu. Yds	"	1.00		400.00	
Cement Rubble Masonry	150	" "	"	10.00		1,500.00	
Gravel Topping	33,500	" "	"	0.30		10.050.00	
Hauling Gravel Truck Meas.	56,000	Yd.Mi.	"	0.16		8,960.00	
Dry Rubble Masonry	850	Cu.Yds.	"	3.50		2,975.00	
Parapet Wall	130	Lin.Ft.	"	1.25		162.50	
Lumber & Timber	11.5	M-FBM	"	50.00		575.00	
Class "B" Concrete	5	Cu.Yds.	"	20.00		100.00	
						223.000 22	$ 259,242.50
Plus 10# Engineering & Contingencies						245.000	25,924.25
Grand Total							$ 285,166.75

3/15/32

SAND STATION - JUNIPER CANYON SECTION

COLUMBIA RIVER HIGHWAY

COST ESTIMATE

- Low Line -

Clearing and Grubbing	All		$ 500.00	
Common Excavation	61,000 Cu. Yds.	at 0.21 .20	12,810.00	
Intermediate Excavation	49,500 " "	" 0.36 .25	17,820.00	
Solid Rock Excavation	61,500 " "	" 0.72 .60	44,640.00	
Overhaul	41,700 Sta.Yds.	" 0.02	880.00	
Truck Haul	99,100 Yd.Mi.	" 0.16	15,040.00	
18" Culvert Pipe	560 Lin.Ft.	" 1.50	840.00	
24" Culvert Pipe	90 " "	" 2.00	180.00	
Rip Rap	1,000 Cu. Yds.	" 1.00	1,000.00	
Cement Rubble Masonry	700 " "	10.00	7,000.00	
				$ 98,500.00
Gravel Topping	16,000 Cu. Yds.	at 0.30	4,800.00	
Hauling Gravel Truck Meas.	26,500 Yd.Mi.	" 0.16	4,160.00	
				8,960.00
Wood Bridge for sheep pass Sta. 708 + 50 - 708 + 69				
Class "B" Concrete	4 Cu. Yds.	at 20.00	80.00	
Lumber & Timber	10.5 M-FBM	" 50.00	525.00	
				605.00
Wood Bridge Sta. 751 + 10 - 753 + 00				
Cement Rubble Masonry	50 Cu.Yds.	at 10.00	500.00	
Class "B" Concrete	30 " "	" 20.00	600.00	
Lumber & Timber	75 M-FBM	" 50.00	3,750.00	
				4,850.00
Juniper Bridge Sta. 816 + 20 - 817 + 73				
Class "B" Concrete	25 Cu.Yds.	at 20.00	500.00	
Lumber & Timber	58 M-FBM	" 50.00	2,900.00	
				3,400.00
				$118,360.00
Plus 10% Engineering & Contingencies				11,836.00
				$130,196.00
Juniper Canyon - Wash State Line Brought Fwd.			187,000	90,869.90
			165,000	$221,065.90
			[illegible]	

3/15/32

JUNIPER CANYON - WASHINGTON STATE LINE SECTION

COLUMBIA RIVER HIGHWAY

COST ESTIMATE

Clearing and Grubbing	All				$ 300.00	
Common Excavation	24,500	Cu. Yds.	at	0.21	5,145.00	
Intermediate Excavation	8,850	" "	"	0.36	3,186.00	
Solid Rock Excavation	76,400	" "	"	0.72	55,008.00	
Overhaul	39,100	Sta. Yds.	"	0.02	782.00	
Truck Haul	23,300	Yd.Mi.	"	0.16	3,728.00	
18" Culvert Pipe	760	Lin. Ft.	"	1.50	1,140.00	
24" Culvert Pipe	250	" "	"	2.00	500.00	
36" Culvert Pipe	120	" "	"	4.50	540.00	
Rip Rap	110	Cu.Yds.	"	1.00	110.00	
						$ 70,439.00
Gravel Topping	19,500	Cu. Yds.	at	0.30	5,850.00	
Hauling Gravel Truck Meas.	39,500	Yd.Mi.	"	0.16	6,320.00	
						12,170.00
						$ 82,609.00
Plus 10% Engineering & Contingencies						8,260.90
						$ 90,869.90

3/15/32

PR167B

January 30, 1932.

Mr. M. G. Smith,
Highway Division Engineer,
La Grande, Oregon.

Dear Sir:

As we seem not to have received all of the encroachment maps and profiles for the Sand Station-Washington State Line Section, we are writing to make sure that their submission is not overlooked.

We are delaying our application for the encroachments for which maps have already been submitted until such time as information for all of the encroachments is at hand.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

PR 167B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

February 29, 1932

RECEIVED
MAR 1 1932

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Confirming the writer's conversation with Mr. Nash today, we are sending six rolls of cross sections of Oregon Federal Aid Project No. 167-B, Wallula Cut-off, to Mr. Joseph Toole, Resident Engineer, State Highway Department, Hermiston, Oregon.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

PP 167 B

February 29, 1932.

Mr. J. G. Toole,
Resident Highway Engineer,
Hermiston, Oregon.

Dear Sir:

Receipt is acknowledged of your telegram of this date requesting the platted cross-sections for the Sand Station-Washington State Line Section. As these cross-sections had been previously sent to the Portland office of the Bureau of Public Roads, we have requested Mr. Caufield, of that office, to send them directly to you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

cc W. H. Lynch,
Portland, Oregon.

Y CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-S

ESTERN
UNION

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Night Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

ling time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon. Telephone 3171

PR6 13 COLLECT=HERMISTON ORG FEB 28 625P 1932 FEB 29 AM 7 43

MR RAY A KLEIN=

Chg STATE HIGHWAY ENGINEER SALEM ORG=

KINDLY SEND PLATTED CROSS SECTIONS FOR SAND STATION WASHINGTON STATE LINE SECTION=

JOS G TOOLE.

J

Sand Sta, - Wash State Line

WESTERN UNION GIFT ORDERS SOLVE THE PERPLEXING QUESTION OF WHAT TO GIVE

CONTRACT#1365,

SEE:

CONTRACT#1357,

20-

1905 [illegible] 195

CONTRACT #1367,
1469,

PR 176-A Santiam River Bridge at Jefferson 1932

1367
1469

1367

January 10, 1936.

Mr. Howard M. Brownell
Attorney at Law
Eugene, Oregon

Dear Sir:

Reference is made to your letter of January 4, which was addressed to Mr. Earl Snell, Secretary of State, and has been handed to this department for reply concerning the bridge over the Santiam River at Jefferson.

You are advised that this was our contract No. 1367, and was awarded on June 4, 1932, to the Clackamas Construction Company and Liesch & Tofte.

The Clackamas Construction Company was a corporation, consisting of Philip Hult, President, doing business at Oregon City, Oregon.

Liesch & Tofte was a partnership, consisting of B. F. Liesch and O. J. Tofte, doing business at Marshfield, Oregon.

The bond furnished in connection with the above mentioned contract was written by the United States Fidelity & Guaranty Company for whom G. B. Eckles, who has offices in the Bedell Building, Portland, is resident manager.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

HOWARD M. BROWNELL.
Attorney at Law
Eugene, Oregon.

Eugene, Oregon.
January 4, 1936.

Hon. Earl Snell,
Secretary of State,
Salem, Oregon .

Dear Sir:-

Will you please send me the name and address of the company or persons who acted as surety on the bond furnished by the contractors who constructed the bridge on the Pacific Highway over the Santiam River in the city of Jefferson, Oregon. The name of one of the members of the firm I understand is Hult, but the names of the other members, I have been unable ascertain. This information will be greatly appreciated.

HMB-DS.

SECRETARY OF STATE
RECEIVED
JAN 6 - 1936

Very truly yours,

Howard M. Brownell

Respectfully referred to State Highway Commission
State Department

National Recovery projects prior to the submission of the final voucher, we believe that it will be simpler if all projects are handled the same way.

We should have four copies of this statement. As it need not show the work covered by the final voucher which it accompanies, corrections will not be necessary if the voucher is not paid as submitted.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Senior Hwy. Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
[illegible]

February 26, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. Nash

Reference is made to your letter of February 24th, submitting a statement of completed work for Oregon project Nos. 176-A and E-176-A.

An exact reading of the requirement "Statement of Completed Work to be made on Payment of Final Voucher" on E.C.H. projects would permit you to delay the submission of this statement until the final voucher has been paid. However, as Mr. MacDonald's memorandum of July 18, 1933, definitely requires the submission of this same information in connection with National Recovery projects prior to the submission of the final voucher, we believe that it will be simpler if all projects are handled the same way.

We should have four copies of this statement. As it need not show the work covered by the final voucher which it accompanies, corrections will not be necessary if the voucher is not paid as submitted.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Senior Hwy. Engineer

February 24, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of February 16th, we are enclosing herewith copies of a statement of completed work for the Santiam River Section, Project Nos. E-176-A and 176-A. We have not been sending in statements of completed work at the time the final vouchers for the various projects have been submitted for the reason that our interpretation of the requirement "Statement of Completed Work to be Made upon Payment of Final Voucher," was that the statement was to be prepared upon receiving payment for the amount claimed by the final voucher, rather than at the time of submitting the final voucher.

Submitting the statement of completed work after final payment has been made appears to this department to be a more desirable method for the reason that this procedure permits the use of the actual final figures of the final vouchers after they have been checked and approved.

With reference to the inquiry contained in your letter concerning the contingency item "Setting Name Plates," we are not certain as to the additional information which you desire. In the final voucher there appears the item "Labor $7.00" which constitutes the entire claim. Further detail of the item would consist of 14 hours of labor at $0.50 per hour, $7.00. This work was done on August 1st and 2nd, 1933.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER
Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

February 16, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In our review of the final voucher for Oregon project No. 176-A, we find that we have not received supporting data sheets for the contingency item, "Setting Name Plates", which was done by State forces, and the statement of completed work.

The final voucher cannot be recommended for payment until this information has been received. Will you please forward it as soon as possible as the excess Federal Aid funds to be released upon payment of this voucher are needed in order to make up the amount of Federal Aid Funds requested for NRH-78-B.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

#1367

196A

January 12, 1934

Mr. Oscar Hayter
Attorney at Law
Dallas, Oregon

Dear Sir:

This acknowledges receipt of your letter of January 11 enclosing affidavit of A. R. Hartman, cashier and bookkeeper of Willamette Valley Lumber Company, requesting certified copy of the contract between the State Highway Commission and Clackamas Construction Company and Liesch & Tofte for the construction of a bridge over the Santiam River.

The certified copy of contract requested therein was mailed to you this morning.

Thanking you for the affidavit, I remain

Very truly yours

Secretary

HBG:AJ

ASSOCIATED
R. S. KREASON
BRUCE SPAULDING

OSCAR HAYTER
ATTORNEY AND COUNSELOR AT LAW
DALLAS CITY BANK BUILDING
DALLAS, OREGON

January 11, 193[illegible].

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs: Attention: H. B. Glaisyer, Secretary.
Re Highway contract No. 1367 -
Clackamas Construction Company and
Leisch and Tofte.

I enclose herewith affidavit of A. E. Hartman, cashier and bookkeeper of Willamette Valley Lumber Company, in compliance with Oregon statute, and request that you prepare and mail to me certified copy of the above-mentioned contract and bond.

Very truly yours,

OSCAR HAYTER

RSK:MP
Enc.

STATE OF OREGON,)
) ss.
County of Polk.)

I, A. B. Hartman, being first duly sworn, on oath depose and say:

I am now and have been for several years last past the Cashier and Bookkeeper of the Willamette Valley Lumber Company, Dallas, Oregon, and as such am familiar with the accounts and records of said company.

During the month of August, 1927, the Willamette Valley Lumber Company sold and delivered to the Clackamas Construction Company and [illegible] & Tefts, jointly, certain lumber and building material for the construction of a bridge over the Santiam River at Jefferson, Oregon, known as State Highway Contract No. [illegible], and that said material was delivered on the ground at the site of the bridge at Jefferson for use in the construction of said bridge. The reasonable market value and agreed price of said lumber and material was the sum of $595.51, no part of which has been paid, and the whole sum is now due and owing and unpaid. At the time of the sale and delivery of said material it was agreed that said account should draw interest at 6% per annum from August [illegible], 19[illegible], until paid. Said material was sold and delivered to said contractors for the prosecution of the construction of said bridge, and there are no just credits or offsets.

The facts and statements [illegible] are true to the best of my knowledge and belief, and this affidavit is made for the purpose of obtaining from the Oregon State Highway Commission a certified copy of said contract and a certified copy of the bond furnished by said contractors and written by The United

States Fidelity & Guaranty Company.

A L Hartman

Subscribed and sworn to before me this 11th day of January, 1934.

R L Breacon

Notary Public for Oregon.

My commission expires February 8, 1937.

176-a

December 22, 1933

Willamette Valley Lumber Co.
Dallas
Oregon

Gentlemen:

Reference is made to your letter of December 21 regarding your claim against Clackamas Construction Company and Liesch & Tufts for materials furnished them in connection with their contract for the construction of the bridge over the Santiam River at Jefferson.

As stated to you in our previous letter, the protection offered you in connection with your claim is the bond furnished by the contractors. In the event you are unable to make a satisfactory settlement with the bonding company or the contractors, then we presume the next course to pursue would be action against the bond in court, provided you see fit to take such action. That, of course, is a matter for you to determine.

Very truly yours

Secretary

HEG:AJ

Clark
L. Gerlinger, Jr.

MANUFACTURERS

WILLAMETTE VALLEY LUMBER CO.

DALLAS, OREGON
December 21, 1933

Mr. H. D. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Re: Bond United States Fidelity and Guaranty Co. on behalf of Clackamas Construction Co. and Liesch & Tofte. Jefferson Bridge Contract.

We inclose copy of letter dated December 20th addressed to us by United States Fidelity and Guaranty Company in connection with our claim on the above contract.

As stated in your letter of December 13th, we do not see how the bonding company can substantiate their position in the matter as the act states bond was to cover, including other items, "materials furnished for any prosecution of the work provided for in such contracts".

Will you please instruct us in the action you now wish us to take, for we believe that the State of Oregon will be interested in the outcome of this case.

Very truly yours,

WILLAMETTE VALLEY LUMBER CO

By A R Hartman

ARH/n

cc Hal E. Hoss, Secretary of State.

UNITED STATES [illegible]DELITY AND GUARANTY C[illegible]
Portland, Oregon.

C
O
P
Y

December 20, 1933

In re: 200323 - Clackamas Construction Company and
Liesch & Tofte - S-1459.

Willamette Valley Lumber Company,
Dallas, Oregon.

Gentlemen:

We have your letter of December 15th. Lumber that was used up in the job is chargeable to the surety, beyond doubt. Our position is, however, that part of the lumber used for forms was salvaged and sold by our principals. The sale price was, as stated in our letter, $194.53. We believe that if you will refer this matter to your attorney, he will bear out our position; namely, that the surety is not chargeable with the sum recovered from salvage of part of the lumber used.

Yours very truly,

R. B. NASON, SUPT. OF CLAIMS

By Robt. C. Thurston (Signed)

RCT.JH

RECEIVED

FORM 2-S-1 [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

176-a

December 22, 1933.

U. S. Fidelity and Guaranty Co.,
Mr. C. O. Price, Manager
1208 Porter Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of December 20, in regard to the Santiam River Bridge at Jefferson.

Work was completed on August 31, 1933. The job was formally accepted by the State Highway Commission on October 4, 1933.

Work of tearing down the old bridge started on July 15, 1933, and was completed on August 31, 1933.

We hope this covers all the data you require, but if it does not, do not hesitate to write and ask us for any additional information you may desire.

Very truly yours,

C. B. McCullough
Bridge Engineer

By

W. A. Reeves
Office Engineer

CG:AP

#1367

176-a

GEO. T. GERLINGER
C. G. KINNEY
W. W. CLARK
L. GERLINGER, JR.

MANUFACTURERS

WILLAMETTE VALLEY LUMBER CO.

DALLAS, OREGON

December 15, 1933

United States Fidelity and Guaranty Co.,
1208 Porter Bldg.,
Portland, Ore.

Gentlemen: Attention: Mr. R. B. Nason, Supt. of Claims.

Re: 200323 - Clackamas Construction Co. and
Liesch & Tofte - S-1459

We are in receipt of your letter of December 14th inclosing release of our claim for us to sign, upon which we would receive $400.98. The amount of our claim is $595.51, bearing interest from August 22, 1933 until paid.

Regarding lumber used for forms, etc. which was salvaged and sold, we are informed by the Highway Commission that materials used in connection with construction work, although not actually remaining a part of the structure, are covered by the bond accepted on behalf of a contractor.

Will you therefore, please arrange to make payment of the full amount of our claim, including interest, sending same with release to the Dallas National Bank, Dallas, Oregon, in escrow.

Very truly yours,

WILLAMETTE VALLEY LUMBER CO

By

ARH/n

cc Hal E. Hoss, Secretary of State.

cc Mr. H. D. Glaisyer, Secretary,
Oregon State Highway Commission.

Gentlemen:

We inclose copy of letter received from United States Fidelity and Guaranty Co. under date of December 14th as mentioned above.

W.V.Lbr. Co.

UNITED STATES FIDELITY AND GUARANTY CO.
Portland Branch Office
C.O.Price, Manager
1208 Porter Bldg.,
Portland, Ore.

COPY

December 14, 1933

In re: 200323 - Clackamas Construction Company and Liesch & Tofte - S-1459

Willamette Valley Lumber Company
Dallas, Oregon

Gentlemen:

In checking the lumber accounts on the Jefferson Bridge job we find that a total of $194.53 of lumber was salvaged and sold. This would therefore leave a balance of $400.98 which would be a claim against the surety. We enclose a release for that sum. When this is signed and returned we shall forward our draft in that sum.

Yours very truly,

R. B. Mason, Supt. of Claims

By Robt. C. Thurston. (Signed)

RCT.JH
Encl

#1367

176-a

November 7, 1933

United States Fidelity & Guaranty Co.
C/o C. O. Price
Porter Building
Portland, Oregon

Gentlemen:

We are attaching a copy ofnotice of claim which has been filed by the Willamette Valley Lumber Company against the bond taken from Clackamas Construction Company and Liesch & Tofte in connection with their contract No. 1367 covering bridge construction over the Santiam River at Jefferson, Oregon. This claim is in the amount of $595.51 and represents materials furnished.

This information is given you as you appear as surety on the bond involved.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

cc - Clackamas Construction Co.
and Liesch & Tofte
Oregon City, Oregon

November 7, 1953

Hal E. Hoss
Secretary of State
CAPITOL BUILDING

Dear Sir:

This is to acknowledge receipt of your letter of November 6th with attached copies of notice of claim which has been filed by the Willamette Valley Lumber Company against the bond taken from Clackamas Construction Company and Liesch & Tofte in connection with contract No. 1367 covering bridge construction over the Santiam River at Jefferson, Oregon. This claim is in the amount of $595.51 and represents materials furnished on this job.

We are today sending a copy of this notice of claim to the surety and the contractor.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
NOV - 1933
OREGON

November 6, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information, three copies of a notice of claim by Willamette Valley Lumber Company for materials furnished in the amount of $595.51 against the bond taken from Clackamas Construction Company and Liesch & Tofte, principals, and U. S. Fidelity & Guaranty Company, surety, for work on the bridge at Jefferson, Oregon.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E. Hoss

Secretary of State

HM
encs. 3

COPY

WILLAMETTE VALLEY LUMBER CO.
Dallas, Oregon

Nov. 4, 1933

Hal E. Hoss, Sect. of State,
Salem, Oregon.

Notice hereby is given, that the undersigned, Willamette Valley Lumber Company, has a claim for material furnished in the sum of $595.51, plus interest at 6% per annum from August 22, 1933, until paid against a bond taken from Clackamas Construction Company, and Liesch & Tofte, principals, and United States Fidelity & Guaranty Company, surety, for the work of construction of a bridge over the Santiam River at Jefferson, Oregon.

Will you please place this claim on record as provided in Section 67-1101 as amended.

WILLAMETTE VALLEY LUMBER COMPANY

By A. R. Hartman
Cashier.

AH:P

Endorsed: File No. 2346
Filed November 6, 1933
HAL E. HOSS,
Secretary of State

#1367

176a

November 6, 1933

Hal E. Hoss,
Secretary of State
CAPITOL BUILDING

Dear Sir:

This is to acknowledge receipt of your communication of November 3rd with attached copies of notice of claim which has been filed by J. A. Richardson against the bond taken from the Clackamas Construction Company and Liesch & Tofte for labor performed, amounting to $200.00, in connection with contract No. 1367 which was awarded the Clackamas Construction Company and Liesch & Tofte for bridge construction over the Santiam River at Jefferson.

In conformance with our usual practice we are today sending the surety and the contractor a copy of this notice.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

November 6, 1933

United States Fidelity & Guaranty Co.
C/o C. O. Price
Porter Building
Portland, Oregon

Gentlemen:

Attached is a copy of notice of claim which has been filed by J. A. Richardson against the bond taken from the Clackamas Construction Company and Liesch & Tofte for labor performed, amounting to $200.00, in connection with their contract No. 1367 covering bridge construction over the Santiam River at Jefferson.

This information is given you as you appear as surety on the bond furnished on this contract.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

cc - Clackamas Construction Co. &
Liesch & Tofte,
Oregon City, Oregon

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

November 3, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed, three copies of a notice of claim by J. A. Richardson for labor performed in the amount of $200.00 against the bond taken from Clackamas Construction Company and Liesch & Tofte, principals, for work on the Santiam River Bridge at Jefferson, Oregon.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E. Hoss

Secretary of State

HM
encs. 3

RECEIVED
NOV [illegible] - 1933
OREGON
[illegible] COMMISSION

COPY

Jefferson, Oregon.

November 1st, 1933.

Mr. Hal E. Hoss, Sect of State.,

Salem, Oregon,

Dear Sir;-

Please be advised that I have a labor claim against The Clackamas Construction Co. & Liesch & Tofte, contractors on the Santiam River Bridge at Jefferson, Oregon on the Pacific Highway, for $200.00 for services for the months of July & August, 1933. this being wages of $100.00 per month in taking out the old bridge, and hereby ask that you file said claim and issue notice to bonding Company, to whom the contractors have assigned thier final payments.

Sorry such action has to be resorted to, tho no fault of mine.

Respectfully,

JAR/2

J. A. Richardson

....

535 S. 5th St.
Corvallis, Ore.

Endorsed: File No. 2345
Filed November 3, 1933
HAL E. HOSS,
Secretary of State

176-a

November 1, 1933

Mr. Pat Hennessey
Marshfield
Oregon

Dear Sir:

Your letter of October 31 has been received, requesting name and address of bonding company.

United States Fidelity & Guaranty Company wrote the bond for Clackamas Construction Company and Liesch & Tofte in connection with the contract that was awarded to them for the construction of the bridge over the Santiam River at Jefferson on the Pacific Highway in Marion and Linn Counties. Mr. C. O. Price is the surety company's agent, his address being Porter Building, Portland, Oregon.

Very truly yours

Secretary

AJ

Marshfield,Oreg.Oct.31,1933.

Oreg.State Highway Commission ,

Salem, Oregon.

Gentlemen-

Would you kindly give me the name and address of the Bonding company which wrote the bonds for the Jefferson bridge work for Liesch & Toftte ,contracters? .Thanking you for the information I am ,

Yours respectfully,

Pat Hennessy

RECEIVED
NOV 1 - 1933
OREGON
STATE HIGHWAY COMMISSION

#1367

176-a

November 1, 1933

United States Fidelity & Guaranty Company
% C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We have received notice that Willamette Valley Lumber Company, Dallas, Oregon, has a claim against Clackamas Construction Company and Liesch & Tofte in connection with the state highway contract that was awarded to them for the construction of the bridge over the Santiam River at Jefferson on the Pacific Highway in Marion and Linn Counties.

The claim is in the sum of $508.81, plus interest at 6% per annum from August 22, 1933, until paid.

This information is given you as you appear as surety on the contractors' bond.

Very truly yours

Secretary

AJ

cc Liesch & Tofte
Marshfield, Ore.

GERLINGER
C. G. KINNEY
W. W. CLARK
L. GERLINGER, JR.

MANUFACTURERS

WILLAMETTE VALLEY LUMBER CO.

DALLAS, OREGON

RECEIVED
NOV 1 - 1933
OREGON
STATE HIGHWAY COMMISSION

Oct. 31, 1933.

To Oregon State Highway Commission,
℅ Hal E. Hoss, Sect. of State,
Salem, Oregon.

Notice hereby is given, that the undersigned, Willamette Valley Lumber Company, has a claim for material furnished in the sum of $595.51, plus interest at 8% per annum from August 22, 1933, until paid against a bond taken from Clackamas Construction Company, and Liesch & Tofte, principals, and United States Fidelity & Guaranty Company, surety, for the work of construction of a bridge over the Santiam River at Jefferson, Oregon.

WILLAMETTE VALLEY LUMBER COMPANY

By A R Hartman
Cashier.

AH:P

November 1, 1933

Willamette Valley Lumber Company
Dallas
Oregon

Gentlemen:

We are in receipt of your letter of October 31 giving us notice that you have a claim against Clackamas Construction Company and Liesch & Tofte in connection with the state highway contract that was awarded to them for the construction of a bridge over the Santiam River at Jefferson on the Pacific Highway in Marion and Linn Counties.

It is noted that it is for $595.31, together with interest at 6% from August 22, 1933 until paid, said claim representing lumber purchased by the contractors.

Your claim is being placed on file for future reference. We presume that you have filed also a notice with the Secretary of State.

Very truly yours

Secretary

AJ

#1367

176-A.

October 30, 1933

United States Fidelity & Guaranty Co.
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

Inclosed is copy of notice of claim forwarded to this office by the Secretary of State, which notice was filed in his office by C. C. Dill for labor on the bridge at Jefferson under State Highway Contract No. 1367 awarded to Clackamas Construction Company & Liesch & Tofte.

This information is being given you inasmuch as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

JN

c.c. Clackamas Construction Co.
c/o Mr. Philip Hult
3425 N. E. Clackamas Street
Portland, Oregon

October 30, 1933

Honorable Hal E. Hoss
Secretary of State
CAPITOL

Dear Sir:

This will acknowledge receipt of your letter of October 28, inclosing three copies of notice of claim filed in your office by C. C. Dill for labor performed in the amount of $52.75 for Clackamas Construction Company and Liesch & Tofte in connection with their contract No. 1367 for work on the bridge at Jefferson.

In accordance with our usual practice we are today forwarding copies of said notice to the contractor and his surety.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

jn

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
OCT 30 1933
OREGON
STATE HIGHWAY COMMISSION

October 28, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information three copies of a notice of claim by C. C. Dill for labor performed in the amount of $52.75 against the bond taken from U.S. Fidelity & Guarantee Company for work on the bridge at Jefferson, Oregon.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

COPY

To The State Highway Dept.

Salem, Ore.

Notice is hereby given that the undersigned C. C. Dill has a claim for labor on bridge at Jefferson, in the sum of Fifty two dollars and seventyfive cents ($52.75) against the bond taken from The United States Fidality and Guarantee Co. for the work of wrecking steel bridge.

C. C. Dill

Endorsed: File No. 2341
Filed October 28, 1933
HAL E. HOSS,
Secretary of State

RECEIVED

Paving approach to Jefferson bridge

176-a

October 21, 1933

Lindstrom & Feigenson
7923 N. E. Halsey-Street
Portland, Oregon

Gentlemen:

As requested in your letter of October 16th, we have checked the quantities in the embankment at the south end of the bridge at Jefferson and find our computation of the quantities to be correct.

The discrepancy between the final quantities and the quantities shown on the preliminary profile is accounted for by the fact that after the preliminary profile was made up, the bridge contractor deposited 1,673.8 cubic yards of bridge excavation material in the embankment at the south end of the bridge.

Your statement that the final estimate shows only 5,630.1 cubic yards of embankment at the south end of the bridge is not quite correct, as the total amount allowed you at that end of the bridge is 6,923.2 cubic yards. You have apparently overlooked the quantities shown on lines 15, 16, 17, 18 and 19, all of which quantities had been estimated and included in the 9,200 cubic yards shown on the preliminary profile.

Adding together the 1,673.8 cubic yards placed by the bridge contractor, and the 6,923.2 cubic yards placed by your company, gives a total of 8,597.0 cubic yards, which is 603 cubic yards less than the preliminary estimate of 9,200 cubic yards. It is not customary to expect a closer check on small jobs where so many irregularities in ground surface are involved and where the approximated preliminary quantities for detour roads and approach roads represent a considerable proportion of the total.

If you care to look into this matter further, we will be glad to give you access to the field notes, platted cross-sections and other records of the job, and to help you in every way possible to satisfy yourselves as to the correctness of the final estimate quantities.

Unless we have advice from you to the contrary before Wednesday, October 25th, we shall assume that your protest of the quantities allowed in the final estimate is withdrawn, and we shall forward the final voucher to the Secretary of State with the understanding that your acceptance of $904.48, as final payment on your contract, is voluntary and without any qualification whatsoever.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

cc H. C. Smith
W. E. Chandler

Jefferson Bridge Approaches

contract awarded Mar. 15, 1933.
Lindstrom & Feigenson

	Preliminary Quantities	Final Quantities
North Approach		
Excavation	2600	1180.1
Borrow	2200	3740.1
Exc. for backfill		470.6
subtotals	4800 cy	5390.8 cy
South approach		
Placed by Bridge Contractor		1673.8 cy
Placed by Lindstrom & Feigenson		6923.2 cy
Borrow.	9200	
subtotals	9200 -8597 603 cy	8597.0 cy
differences		
Totals	14,000	12,314.0

6923
1700
8623

~~Mar.~~ ~~14~~ -00 c.y. on Jefferson Bridge estimate
Mar. ~~14~~ - 400 c.y.
Apr. 14 - 1500 c.y.

Paving Contract award Mar 15.
Most of fill material placed after that.

6-33

MISSIONERS

SLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

October 17, 1933

IN REPLY PLEASE
REFER TO FILE NO.

Lindstrom & Feigenson
7925 N. E. Halsey Street
Portland, Oregon

Attention Wm. H. Feigenson

Gentlemen:

Wish to acknowledge receipt of your communication of October 16, enclosing a copy of the final estimate on the building of the approaches to the Jefferson bridge.

I note that you protest the amount of fill material for which you were paid and request a check on the estimate. I have referred the matter to our Office Engineer, Mr. S. H. Probert, and will advise you of his findings within the next few days.

Very truly yours,

State Highway Engineer

RHB:HI

cc S. H. Probert ✓

GENSON, PRES. O. L TRO CE-PRES. J. A. LINDSTRO ICE D. H. RAWS, SECY.

LINDSTROM & FEIGENSON
CONTRACTORS

SEATTLE, WASH.
422 L. C. SMITH BLDG.
MAIN 5284

PORTLAND, ORE.
~~[illegible]~~
~~[illegible]~~
1991 HALSEY STREET
TABOR 9226

7923 N. E. Halsey Street,
Portland, Oregon.
October 16, 1933.

RECEIVED
OCT 17 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock, State Highway Engineer,
Salem,
Oregon.

Dear Sir:-

Enclosed please find signed copy of our final estimate for the construction of the Jefferson Bridge Approaches and we hereby wish to protest the quantity of the embankment which has been allowed on this job.

We have no way of checking the actual quantity of embankment delivered on the South Approach to the bridge, but feel certain that we delivered considerably more material than you have allowed us. Your original plans show an embankment required for this fill of 9200 cubic yards, while the final estimate allows us only 5630.1 cubic yards.

We feel that there is something wrong in figuring the quantities in this job and would appreciate you having this matter checked up and advise us.

Yours very truly,

LINDSTROM & FEIGENSON.

By Wm H. Feigenson

WmHF:M.

#13'
176-a

October 20, 1933

United States Fidelity & Guaranty Co.
C. Q. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

We are attaching a copy of notice of claim which has been filed by the State Industrial Accident Commission against the bond taken from Clackamas Construction Company and Liesch & Tofte in connection with contract No. 1367 which covers bridge construction over the Santiam River at Jefferson, Oregon. This claim amounts to $1918.43 and represents contributions due the Accident Fund.

This information is given you as you appear as surety on the bond furnished on this project.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

cc - Clackamas Construction Co.
Oregon City, Oregon

October 25, 1933.

Hal E. Hoss
Secretary of State
CAPITOL BUILDING

Dear Sir:

Acknowledgement is made of the receipt of your communication of October 23rd with attached copies of notice of claim filed by the State Industrial Accident Commission against the bond taken from Clackamas Construction Company and Liesch & Tofte in connection with contract No. 1387 which covers bridge construction over the Santiam River at Jefferson, Oregon. This claim amounts to $1918.43 and represents contributions due the Accident Fund.

In accordance with our usual practice we are today sending the surety and the contractor a copy of this notice of claim.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

To - STATE OF OREGON

Hal E. Hoss,
Secretary of State:

Notice is hereby given that the undersigned, State Industrial Accident Commission of Oregon, has a claim for contributions due the Accident Fund, in the sum of $1918.45, against the bond taken from the Clackamas Construction Company and Liesch & Tofte, and the U. S. Fidelity & Guaranty Company, C. C. Price, Agent, Porter Building, Portland, Oregon, for the work of construction of the highway bridge at Jefferson, Oregon, including the wrecking of the old steel bridge located at that place.

STATE INDUSTRIAL ACCIDENT COMMISSION

By Ralph H. Campbell

Attorney

RHC:LF

Endorsed: File No. 2335
Filed October 21, 1933
HAL E. HOSS,
Secretary of State

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
OCT 24 1933
OREGON
HIGHWAY COMMISSION

October 23, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed three copies of a notice of claim by the State Industrial Accident Commission for contributions due the Accident Fund in the sum of $1918.43 against the bond taken from Clackamas Construction Company and Liesch & Tofte, principal, for work on the bridge at Jefferson, Oregon.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

#1367

176-a

October 25, 1933.

United States Fidelity & Guaranty Co.
C. O. Prieb, Manager
Porter Building
Portland, Oregon

Gentlemen:

We are attaching a copy of notice of claim which has been filed by Masons Supply Company against the bond taken from the Clackamas Construction Company and Liesch and Tofte in connection with contract No. 1367 which covers bridge construction over the Santiam River at Jefferson on the Pacific Highway. This claim amounts to $180.60 and represents materials furnished.

This information is given you as you appear as surety on the bond furnished in connection with this contract.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

cc - Clackamas Construction Co.
Oregon City, Oregon

October 25, 1933

Hal E. Hoss
Secretary of State
CAPITOL BUILDING

Dear Sir:

This is to acknowledge receipt of your communication of October 23rd with attached copies of notice of claim filed by Masons Supply Company against Clackamas Construction Company and Liesch & Tofte for materials furnished, amounting to $180.80, in connection with contract No. 1367 covering bridge construction over the Santiam River at Jefferson on the Pacific Highway.

In accordance with our usual practice we are sending the surety and the contractor a copy of this notice of claim.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

C. N. LAUGHRIDGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

October 23, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gemtlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by Masons Supply Company for materials furnished in the amount of $180.50 against the bond taken from Clackamas Construction Company and Liesch & Tofte, principals, and U. S. Fidelity & Guaranty Company, surety, for work on the bridge at Jefferson, Oregon, contract No. 1367.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E. Hoss

Secretary of State

HM

RECEIVED
OCT 23 1933

COPY

Portland, Oregon,

October 20,1933.

To Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Notice hereby is given that the undersigned MASONS SUPPLY CO., an Oregon corporation, has a claim for Diatomite materials in the sum of $180.50 against the bond taken from Clackamas Construction Co., an Oregon corporation, and B. F. Liesch and O. J. Tofte partners as Liesch & Tofte, as Principals, and United States Fidelity and Guaranty Company, a corporation, Surety, upon such bond for the work of constructing the concrete bridge across the Santiam River on the Pacific Highway at Jefferson, Oregon, which contract is known as and the designated as Oregon State Highway Contract No. 1367.

MASONS SUPPLY CO.,

By James D. Mackie

President.

Endorsed: File No. 2337
Filed October 23, 1933
HAL E. HOSS,
Secretary of State

#1367

176-a

October 18, 1933

F. S. Slover Company
Foot of Anderson Avenue
Marshfield, Oregon

Gentlemen:

This will acknowledge receipt of your letter of October 17 advising us of your claim against Louis Johnson and Liesch & Tofte, being for a Fairbanks-Morse Gas engine and 4 Timken Roller Bearing Blocks sold to Mr. Johnson and used in connection with his sub-c ntract with Liesch & Tofte for the construction of a bridge over the Santiam River at Jefferson.

We offer for the protection of your claim the bond furnished by the contractor in connection with this project. This bond was written by the United States Fidelity & Guaranty Company for whom C. O. Price, Porter Building, Portland is agent. We would suggest that you file notice of your claim with the agent of the bonding company and with the Secretary of State in accordance with the provisions of Chapter 280, Laws of 1931, mimeographed copy of which is inclosed.

The contract to which you refer is State Highway Contract No. 1367 described as the construction of a bridge over the Santiam River at Jefferson on the Pacific Highway in Linn and Marion Counties. This contract was awarded by the Commission to Clackamas Construction Company & Liesch & Tofte. Our records show the project was completed on August 31, 1933 and accepted by formal action of the Commission on October 4, 1933.

Yours very truly

Secretary

HBG:jn

WELDING SUPPLIES
BELTING, PULLEYS
PUMPS, CORDAGE
YOUNG BLOCKS
WIRE ROPE

F. S. SLOVER COMPANY

COOS BAY DOCK, FOOT OF ANDERSON AVE.

MILL AND LOGGING SUPPLIES

PHONE 536; NIGHT 155

MARSHFIELD, OREGON

DYNAMITE AND
STUMPING
POWDER
PACKING
SAWS

RECEIVED
OCT 18 1933
OREGON
STATE HIGHWAY COMMISSION

Oct. 17, 1933

Commissioner of Highways
Salem, Oregon.

Dear Sir:-

We respectfully request the following information from you in regard to the Leisch & Tofte Bridge Contract at Jefferson, Oregon:

On August 11th 1932 , we sold a Fairbanks Morse Gas Engine and 4 Timken Roller Bearing Blocks to Louis Johnson who had a sub-contract on the Jefferson Hi-Way Bridge under Leisch & Tofte and we have never received a payment in any amount on this merchandise from either Johnson or Leisch & Tofte although the merchandise was sold for use on this particular job and the account was guaranteed by Leisch & Tofte. We would like to know if we can file a lein on this account for the amount due us on the Louis Johnson -Leish & Tofte Account and we will appreciate very much your advise in this matter.

Very truly yours,

F.S.SLOVER CO.
By F S Slover

FSS:G

#1367

176-a

October 18, 1933

United States Fidelity & Guaranty Co.
C/o C. O. Price,
Porter Building
Portland, Oregon

Gentlemen:

We are attaching a copy of notice of claim which has been filed by Gordon & Finkbeiner Company against the bond of Liesch & Tofte for equipment rental, amounting to $48.30, in connection with contract No. 1367 which was awarded Liesch & Tofte for bridge construction over the Santiam River at Jefferson.

This information is given you as you appear as surety on the bond furnished in connection with this project.

Yours very truly
STATE HIGHWAY COMMISSION

By

MHG:MC

Secretary

cc - Liesch & Tofte,
Marshfield, Oregon

October 18, 1933

Hal E. Hoss
Secretary of State
CAPITOL BUILDING

Dear Sir:

This is to acknowledge receipt of your letter of recent date with attached copies of notice of claim filed by Gordon & Finkbeiner Company for equipment rental, amounting to $48.30, against Liesch & Tofte in connection with contract No. 1367 which was awarded them for bridge construction over the Santiam River at Jefferson on the Pacific Highway.

In accordance with our usual practice we are today sending the surety and the contractor a copy of this notice.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
OCT 14 1933
OREGON
STATE HIGHWAY COMMISSION

October 11, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information three copies of a notice of claim by Gordon & Finkbeiner Company for rental of equipment in the amount of $48.30 against the bond taken from Liesch & Tofte, Principal, and U. S. Fidelity & Guaranty Company, surety, for work on the bridge at Jefferson, Oregon, State Highway contract No. 1367.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

COPY

GORDON & FINKBEINER CO.

Power and Pumping Machinery
222-224 Pine Street
Portland, Oregon

October 10, 1933

Hal E. Hoss, Secretary of State,
State House,
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Gordon & Finkbeiner Company, 112 S. W. Pine Street, Portland, Oregon has a claim for rental of Jackhamer, Drill Rods, etc., and sale of compressor parts as per invoices attached hereto in amount of Forty eight dollars and thirty cents ($48.30) against the bond taken from Liesch & Tofte, Oregon City, Oregon, Principal and U. S. Fidelity & Guaranty Company, Porter Building, Portland, Oregon, Surety for work known as State Highway Contract No. 1367 for the construction of a bridge over the Santiam River at Jefferson on the Pacific Highway in Marion and Linn Counties.

Very truly yours,

GORDON & FINKBEINER CO.

By E. C. PIPER
E. C. Piper, Secty.

ECP:EC

RECEIVED
OCT 11 1933
OREGON
HIGHWAY COMMISSION

Endorsed: File No. 2322
Filed October 11, 1933
HAL E. HOSS,
Secretary of State

GORDON & FINKBEINER CO.
Power and Pumping Machinery
222-224 Pine Street

Portland, Oregon, 8/31/33
Our No. 8423
Your Req. No. Phone
Date shipped 8/10
Shipped via Silver Wheel Truck

Sold to

Liesch & Tofte
Jefferson, Oregon

Shipped to Same
Address

Terms Net cash 30 days - No discount
Interest charged on all past due accounts

RENTAL ON:

4	1-1/8 Paving Breaker Steel
1	2' Drill Rod
1	4' Drill Rod
1	6' Drill Rod
3	Dox. Bitts
1	Paving Breaker Steel
1	R-12 Jackhamer

2/3 of month Total 37 50

* * * * *

Portland, Oregon, 8/23/33
Our No. 8520
Your Req. No. Phone
Date Shipped 8/23
Shipped via Stage

Sold to

Liesch & Tofte,
Jefferson, Oregon

Shipped to Same

1	Discharge Valve for T20 Portable Compressor		9 00
2	Valve Seat Gaskets " " "	30	60
2	Valve Cover Gaskets	25	50
2	Unloader Plunger Cup Leathers	35	70
			10 80

Endorsed: File No. 2322
Filed October 11, 1933
HAL E. HOSS,
Secretary of State

RECEIVED

#1367

176-a

October 17, 1933

Lindstrom & Feigenson
7925 N. E. Halsey Street
Portland, Oregon

Attention Mr. H. Feigenson

Gentlemen:

Wish to acknowledge receipt of your communication of October 16, enclosing a copy of the final estimate on the building of the approaches to the Jefferson bridge.

I note that you protest the amount of fill material for which you were paid and request a check on the estimate. I have referred the matter to our Office Engineer, Mr. S. H. Probert, and will advise you of his findings within the next few days.

Very truly yours,

State Highway Engineer

RHB:HI

cc S. H. Probert

#1367

176-a

October 10, 1933

Soule Steel Company,
1750 Army St.,
San Francisco, California.

Gentlemen:

Receipt is acknowledged of your letter of recent date concerning the Clackamas Construction Company and Liesch & Tofte contract for the constryction of a bridge over the Santiam River on the Pacific Highway in Linn and Marion Counties.

Please be advised that the above contract was completed on August 31, 1933 and was accepted by the Highway Commission on October 4th, 1933. Final payment has not yet been made.

Very trul y yours,

Secretary.

Dict. by J. McFarland.

#1367

ANGELES
PORTLAND
HOUSTON

TELEPHONE
VALENCIA 4141

SOULÉ STEEL COMPANY
IRON AND STEEL PRODUCTS
1750 ARMY STREET, SAN FRANCISCO

September 21, 1933.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We have been advised by Mr. Philip Hult of Clackamas Construction Company that their work on the Jefferson Bridge was accepted by you during the latter days of August.

If such was the case, will you kindly advise us the exact date on which formal acceptance of this work was made by your body.

Yours very truly,
SOULE' STEEL COMPANY

BY: N O Miller
Treasurer

NOM/er
cc- T. H. Heppeard
Portland office.

RECEIVED
SEP 28 1933
OREGON
STATE HIGHWAY COMMISSION

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

#136

176-a

October 9, 1935

United States Fidelity & Guaranty Co.
C/o C. C. Price, Resident Agent
Porter Building
Portland, Oregon

Gentlemen:

We have received a letter from the Willamette Valley Lumber Company of Dallas in which they state they have a claim amounting to $595.61 against the Clackamas Construction Company for materials furnished in connection with State Highway Contract No. 1367 which was awarded jointly to the Clackamas Construction Company and Liesch & Tofte for the construction of a bridge over the Santiam River at Jefferson.

This information is given you as you appear as surety on the bond furnished in connection with this project.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC Secretary

cc - Clackamas Construction Co.
Colton, Oregon

October 9, 1933.

Willamette Valley Lumber Co.
Dallas, Oregon

Attention: A. H. Hartman, Cashier

Gentlemen:

Reply is made to your letter of October 4th regarding your claim in the sum of $595.51 against the Clackamas Construction Company for materials furnished in connection with State Highway Contract No. 1367, which was awarded to the Clackamas Construction Company and Liesch & Tofte, jointly, for the construction of a bridge over the Santiam River at Jefferson.

According to our records this job was completed on August 31, 1933 and was formally accepted by the State Highway Commission on October 4, 1933. Final payment has not been made and the exact amount of the final payment cannot be given at this time because the final field notes have not been checked.

The bond furnished in connection with this project was written by the United States Fidelity & Guaranty Company for whom C. O. Price is the Resident Agent with offices in the Porter Building, Portland. Payments due the contractor are being mailed to the bonding company.

I would suggest that you contact the bonding company in regard to your claim and also file notice of your claim with the Secretary of State, in conformance with Chapter 280, Oregon Laws of 1931, a mimeographed copy of which is enclosed.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

#1367
~~[illegible]~~ + Linn

MANUFACTURERS

H/ B. G.

Cont. #1367 - Total pd. to date is $93,938.96 - Retained $2,905.35 -CO.

Contract was completed Aug, 31, 1933 and I think was accepted at the last meeting. Surety is: U. S. F. & G. Co. C. O. Price, Agent, Porter Bldg., Portland.

Exact amount of final payment cannot be given at this time nor can the date it will be made be stated.

[illegible], Secy.,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

With reference to construction of the Jefferson Bridge by Clackamas Construction Company, contract #1367. There is still due us from this contract for materials furnished the sum of $595.51 which we have been extending from time to time on their plea that they had not yet received ~~[illegible]~~ certain final estimates. Will you please inform us the date of the acceptance of this bridge by the State in order that we may not allow their surety bonds to lapse without a formal claim being presented by us.

Yours very truly,

WILLAMETTE VALLEY LUMBER COMPANY

By A R Hartman
Cashier.

AH:P

Jim
What is status?.
HBG

GEO. T. GERLINGER
C. G. KINNEY
W. W. CLARK
L. GERLINGER, JR.

#1367
Fw ~~[illegible]~~ + [illegible]

MANUFACTURERS

WILLAMETTE VALLEY LUMBER CO.

DALLAS, OREGON

Oct. 4, 1933.

H. B. Glaisyer, Secy.,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

With reference to construction of the Jefferson Bridge by Clackamas Construction Company, contract #1367. There is still due us from this contract for materials furnished the sum of $595.51 which we have been extending from time to time on their plea that they had not yet received ~~one~~ certain final estimates. Will you please inform us the date of the acceptance of this bridge by the State in order that we may not allow their surety bonds to lapse without a formal claim being presented by us.

Yours very truly,

WILLAMETTE VALLEY LUMBER COMPANY

By ARS Hartman

Cashier.

AH:P

Jmi
What is status?.
HBG

#1387

176-a

October 7, 1935

Gordon & Finkbeiner Co.
222-224 Pine Street
Portland, Oregon

Attention: E. Clausnitzer

Gentlemen:

Reply is made to your letter of the 6th inst. regarding the Santiam Bridge project at Jefferson, Oregon.

The contract to which you refer is State Highway Contract No. 1387 for the construction of a bridge over the Santiam River at Jefferson on the Pacific Highway in Marion and Linn Counties. The contract was awarded on June 4, 1932 to the Clackamas Construction Company and Liesch & Tofte jointly. Bond furnished by the contractor was written by the U. S. Fidelity & Guaranty Company, C. O. Price, Manager, Porter Building, Portland, Oregon. The project was completed by the contractor on August 31, 1935 and was accepted by formal action of the State Highway Commission on October 4, 1935.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:RWB

WORKS
RAND COMPANY
MORGAN SMITH COMPANY
DEAN BROS. COMPANY
NASH ENGINEERING CO.
YEOMANS BROS. CO.
MASON REGULATOR CO.
TERRY STEAM TURBINE CO.
MORRIS MACHINE WORKS
SMITH ENGINEERING WORKS

BOILERS AND ENGINES
WATER WHEELS AND GOVERNORS
MOTORS AND GENERATORS
STEAM AND POWER PUMPS
CONDENSERS AND CIRCULATING PUMPS
AIR AND GAS COMPRESSORS
ROCK DRILLS AND PNEUMATIC TOOLS
MASON STEAM SPECIALTIES
STEAM TURBINES AND REDUCTION GEARS
ROCK AND GRAVEL HANDLING MACHINERY

GORDON & FINKBEINER CO.
MANUFACTURERS' REPRESENTATIVES
POWER AND PUMPING MACHINERY
222-224 PINE STREET
PORTLAND, OREGON October 6, 1933

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

Will you kindly give us the job number and correct description, and name of bonding company on Liesch & Tofte job at Jefferson, Oregon.

We understand Liesch & Tofte have turned this job over to the bonding company, and we would appreciate the above information in order that we may properly file our claim with the Secretary of State.

Thanking you, we are

Yours very truly,
GORDON & FINKBEINER CO.

By E. Clausnitzer

EC:E

RECEIVED
OCT 7 - 1933
OREGON
STATE HIGHWAY COMMISSION

176-a

Oct. 5, 1933.

United States Fidelity & Guaranty Co.,
1208 Porter Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received from Dey, Hampdon & Nelson, Attorneys at Law, Portland, Oregon, an affidavit of the Standard Oil Company with respect to its claim in the sum of $687.23 against the Clackamas Construction Company and Leisch and Tofte in connection with State Highway Contract no. 1387, for the construction of a bridge over the Santiam River at Jefferson, Oregon; and, with respect to its claim against Johnson Company, a sub-contractor on the same contract, in the amount of $197.96. This information is given you as you appear as surety on the bond furnished by the above contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

HBG: b

cc: Clackamas Construction Co., and
Leisch & Tofte,
3423 Northeast Clackamas St.,
Portland, Oregon.

#1367

176-a

Oct. 2, 1933.

Dey, Hampson & Nelson,
Attorneys at Law,
800 Pacific Building,
Portland, Oregon.

Gentlemen:

This will acknowledge receipt of your letter of the 29th ultimo and enclosed Affidavit of F. M. Ewing, Credit Man for the Standard Oil Company, of California, with respect to a claim of the Standard Oil Company against the bond taken from Clackamas Construction Company and Leisch and Tofte, in connection with their contract for the construction of a bridge over the Santiam River on the Pacific Highway at Jefferson, Oregon State Highway Commission contract no. 1367.

The certified copy of this contract is being sent to you today by express.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

HBG:b

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
W. H. MAGUIRE
RICHARD R. MORRIS
J. C. DEZENDORF

September 29, 1933.

RECEIVED
OCT 2 - 1933
OREGON
[illegible] COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We enclose herewith Affidavit of F. M. Ewing, Credit Man for the Standard Oil Company of California, with respect to the claim which the Standard Oil Company of California has against the bond taken from Clackamas Construction Company and Liesch & Tofte, principals, and the United States Fidelity & Guaranty Company, Surety, in connection with the construction of a bridge over the Santiam River on the Pacific Highway near Jefferson, Oregon, being Oregon State Highway Contract No. 1367.

Will you please send us a certified copy of the contract and bond as provided by Section 67-1101, Oregon Code for 1930?

Thanking you for this courtesy, we are,

Very truly yours,

Dey, Hampson Nelson

17-R

Enclosure.

STATE OF OREGON,)
                           (SS
County of Multnomah,)

I, F. M. EWING, being first duly sworn, say:

That I am the Credit Man of the Standard Oil Company of California at Portland, Oregon, and that I have personal knowledge of the facts hereinafter set forth.

That during the period June 17, 1932 to February 4, 1933, both inclusive, the Standard Oil Company of California at the special instance and request of Clackamas Construction Co. and Leisch & Tofti, furnished to the said Clackamas Construction Co. and Leisch & Tofti, goods, wares and merchandise, and that during the period September 3, 1932, to October 14, 1932, both inclusive, the Standard Oil Company of California, at the special instance and request of Johnson Company, furnished to Johnson Company, a sub-contractor under Clackamas Construction Co. and Leisch & Tofti, goods, wares and merchandise and that all of said goods, wares and merchandise were used by the said Clackamas Construction Co. and Leisch & Tofti, and their sub-contractor, Johnson Company, for the prosecution of the work of construction of a bridge over the Santiam River and Pacific Highway near Jefferson, Oregon, Oregon State Highway Contract No. 156[illegible], and that the United States Fidelity & Guaranty Co. was the surety on the bond given by the said Clackamas Construction Company and Leisch & Tofti for the faithful performance of said work, as provided by law.

I further say that there is now due and owing from the Clackamas Construction Co. and Leisch & Tofti, the sum of Six Hundred Ninety-seven and [illegible]/100 Dollars ($697.[illegible]), and from Johnson Company the sum of One Hundred Ninety-seven and 95/100 Dollars ($197.95) on account of goods, wares and merchandise used by said debtor in connection with the prosecution of the work above described, and I make this affidavit for the purpose of securing a certified copy of the contract and bond as provided by law.

F M Ewing

Subscribed and sworn to before me this 28 day of September, 1933.

Andrew Koerner

Notary Public for Oregon

My commission expires:

March 27, 1936

#1367

176-a

Sept. 25, 1933

United States Fidelity & Guaranty Co.
C/o C. O. Price
Porter Building
Portland, Oregon

Gentlemen:

We are attaching a copy of notice of claim which has been filed by the Santa Cruz Portland Cement Company against Liesch & Tofte and the Clackamas Construction Company for materials furnished amounting to $6321.87 in connection with contract No. 1367 which covered bridge construction over the Santiam River at Jefferson.

This information is given you as you appear as surety on the bond furnished in connection with this contract.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

RBG:MC

cc - Liesch & Tofte
Chinook, Oregon

Sept. 25, 1933

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of the copies of notice of claim which has been filed by the Santa Cruz Portland Cement Company for materials furnished amounting to $6321.87 against the bond taken from Liesch & Tofte and the Clackamas Construction Company in connection with contract No. 1367 which was awarded these contractors for bridge construction over the Santiam River at Jefferson.

In conformance with our usual practice we are sending a copy of this notice of claim to the surety and the contractor.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

September 22, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

On September 14th there was filed in this office a notice of claim by Santa Cruz Portland Cement Company for materials furnished in the amount of $6321.87, together with interest at 7% from September 10, 1932, against the bond taken from Liesch & Tofte and Clackamas Construction Company, principals, and U. S. Fidelity and Guaranty Company, surety, for work on the bridge at Jefferson, Oregon, State Highway contract No. 1367.

A copy of this notice is enclosed for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

RECEIVED
SEP 23 1933
OREGON
STATE HIGHWAY COMMISSION

COPY

Portland, Oregon,

September 13, 1933.

To Hal Hoss,
Secretary of State,
Salem, Oregon.

Notice is hereby given that the undersigned SANTA CRUZ PORTLAND CEMENT COMPANY has a claim for materials consisting of cement in the sum of $6,321.87, with interest at 7% per annum from the 13th day of June, 1933, until paid $334.23, 7% per annum on various items of said account from September 10, 1932, to June 13, 1933, all according to the contract for the purchase of said material, against the bond taken from B. F. Liesch and O. J. Tofte, Partners as Liesch & Tofte, and Clackamas Construction Co., as principals, and United States Fidelity & Guaranty Company, as surety, for the work of constructing bridge over the Santiam River near Jefferson, Oregon, State Highway Contract No. 1367.

SANTA CRUZ PORTLAND CEMENT COMPANY,

By M. B. James

Local Manager.

Endorsed: File No. 2304
Filed September 14, 1933
HAL E. HOSS,
Secretary of State

RECEIVED
SEP 23 1933
OREGON
COMMISSION

# 1367

176a

September 16, 1935

Santa Cruz Portland Cement Company
Portland
Oregon

Gentlemen:

Receipt is acknowledged of copy of your notice of claim against Liesch & Tofte in connection with their state highway contract for the construction of a bridge over the Santiam River near Jefferson on the Pacific Highway.

We are placing this notice on file for future reference.

Very truly yours

Secretary

AJ

Portland, Oregon,

September 13, 1933.

RECEIVED
SEP 14 1933
OREGON
STATE HIGHWAY COMMISSION

To Hal Hoss,
Secretary of State,
Salem, Oregon.

Notice is hereby given that the undersigned SANTA CRUZ PORTLAND CEMENT COMPANY has a claim for materials consisting of cement in the sum of $6,321.87, with interest at 7% per annum from the 13th day of June, 1933, until paid $334.23, 7% per annum on various items of said account from September 10, 1932, to June 13, 1933, all according to the contract for the purchase of said material against the bond taken from B. F. Liesch and O. J. Tofte, Partners as Liesch & Tofte, and Clackamas Construction Co., as principals, and United States Fidelity & Guaranty Company, as surety, for the work of constructing bridge over the Santiam River near Jefferson, Oregon, State Highway Contract No.1367.

COPY

SANTA CRUZ PORTLAND CEMENT COMPANY,

By (Signed) M. B. James

Local Manager.

LEWIS, LEWIS & FINNIGAN
ATTORNEYS AT LAW
COUCH BUILDING
PORTLAND, OREGON

176-a

September 11, 1933

Mr. E. B. Aldrich, Commissioner
Pendleton
Oregon

Dear Sir:

I enclose for your approval voucher covering semi-final payment to Clackamas Construction Company and Liesch & Tefte for the construction of the bridge over the Santiam River at Jefferson.

You will note that the voucher has been signed by Mr. Scott and Mr. Baldock.

Mr. Baldock has requested that this be made a special order of business, for which reason it is being sent to you by itself. If you approve, will you kindly sign the voucher and return it in the enclosed envelope?

Thanking you, I am

Very truly yours

Secretary

HBG:AJ

#136 I
176-a

September 8, 1935

United States Fidelity & Guaranty Company,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Clackamas Construction Company and Liesch & Tefts on contract No. 1567 for the construction of a bridge over the Santiam River on the Pacific Highway at Jefferson. This payment will be made on or after September 18, 1935.

Kindly acknowledge receipt of this letter.

Very truly yours,

Secretary.

Dist. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE NO. ______

POST OFFICE BUILDING
PORTLAND, OREG.

Sept. 6, 1933

RECEIVED
SEP 7 - 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of E. 176-A Santiam River Bridge at Jefferson Pacific Hwy. ______, was made by a representative of this office on Aug. 29, 1933. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJ Canfield
L. J. Canfield
Highway Enginee r

September 2, 1933

Lewis, Lewis and Finnigan
Attorneys at Law
Couch Building
Portland, Oregon

Gentlemen:

Reply is made to your inquiry of September 1.

State Highway Contract No. 1367, which was awarded to Liesch & Tofte and Clackamas Construction Company for the construction of a bridge over the Santiam River at Jefferson on the Pacific Highway Company, was completed on August 31, 1933. It has not yet been accepted by the State Highway Commission, but will be in the very near future.

Very truly yours

Secretary

HBG:AJ

LAW OFFICES OF
LEWIS, LEWIS & FINNIGAN
414 COUCH BUILDING
PORTLAND, OREGON

September 1, 1933.

Mr. H. B. Glaisyer,
Secretary,
Oregon State Highway Commission,
Salem,
Oregon.

Dear Sir:

Will you kindly furnish us with the date of the completion and acceptance of Bridge #1582 over the Santiam River, near Jefferson, Oregon, Clackamas Construction Co. and Liesch & Tofte, Contractors, Contract #1367.

Thanking you for this information, we are,

Very truly yours,

— 31

LEWIS, LEWIS & FINNIGAN,

AHL-s

By

Arthur H Lewis

#1469

176-a

August 23, 1933

Lindstrom & Feigenson,
7923 N. E. Halsey Street,
Portland, Oregon.

Gentlemen:

Please be advised that the time limit on your contract No. 1469 - approaches to Santiam River Bridge on the Pacific Highway in Linn and Marion Counties, expired on June 30, 1933.

According to our records this contract was not completed until July 15th, 1933. Please make immediate application for an extension of time on this contract so that it will not be necessary to hold up the payments of your estimates. Your application must be accompanied by the written consent of your surety on the bond.

Very truly yours,

Secretary.

Dict. by J. McFarland.

cc to W. E. Chandler.

#1469

176-a

August 1, 1933

The First National Bank of Portland
Portland
Oregon

Attention of Mr. V. C. Steenrod,
Assistant Manager

Gentlemen:

This acknowledges receipt of your letter of July 28 enclosing assignment of Estimate No. 3, Contract No. 1469, between the State Highway Commission and Lindstrom & Feigenson for the grading of approaches to the bridge over the Santiam River at Jefferson. We also acknowledge receipt of consent of surety with respect to such assignment.

We shall be pleased to see that this particular estimate is mailed direct to you in conformance with the provisions of this assignment.

Very truly yours

Secretary

HBG:AJ

[illegible]TED AUG-2 33
CARL [illegible]. SMITH

#1469

THE FIRST NATIONAL BANK OF PORTLAND
SIXTH AND MORRISON BRANCH
635 S.W. SIXTH AVENUE
PORTLAND, OREGON

RECEIVED
JUL 29 1933

July 28, 1933

State Highway Commission,
Salem,
Oregon

Gentlemen:

We enclose assignment covering Engineer's estimate in connection with paving and grading bridge approaches, contract 1469, to the Jefferson Bridge. Assignment is executed by Lindstrom & Feigenon in favor of this bank, and we will greatly appreciate your acceptance.

We are also enclosing letter from the Insurance Company consenting to this transaction.

Yours very truly,

V. O. Steenrod,
Assistant Manager

V
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Enc

Portland 104 5m 6-1-33

A1423

[illegible]

176-a

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

RECEIVED
JUL 26 1933
OREGON
COMMISSION

July 25, 1933

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: #39-12-606-32 - Clackamas Construction Company & Liesch & Tofte

The above bond executed June 3, 1932, covers contract for the construction of a bridge over the Santiam River at Jefferson, Oregon.

We enclose our form inquiry which we kindly ask you to complete and return to us as promptly as possible, showing the present status of this contract.

Thanking you for your attention to the matter, we remain,

Yours very truly,

C.O. Price
Manager

DW-

Est. June 24 - $11,239.48
[illegible] $924.45 - [illegible] 8 [illegible]

Form [illegible]

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending July 15, 1933, 193

Section Jefferson Bridge Approaches.

Kind of work Grading and Paving

Highway Pacific

Section prefix 22PB-1 176-a

Contractor Lindstrom and Feigenson

Contract number 1469

Date of contract March 15, 1933, 193

Date of completion June 30, 1933, 193

Date work started April 10, 1933, 193

Estimated date of completion Completed July 15, 193

Amount of contract $ 14355.50

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 14723.81

Per cent of contract completed, based on total contract price 100% %

Engineering costs to date, $ 902.81, 6.3 %

Date project was completed July 15, 1933, 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Party remeasured portions of fill, the concrete slope protection and estimated the amount of rip rap needed south of the bridge, on Friday

Contractor completed hauling broken pavement on Friday. On Saturday removed 90 lin feet more of the old pavement and hauled to fill south of bridge. All work was completed on Saturday

Worked up the regular monthly estimate.

RECEIVED
JUL 19 1933
OFFICE OF
CONSTRUCTION ENGINEER

Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFA	NTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.5				
Miles partially completed					
Miles completed	0.5				
Total estimated quantities	13000				
Estimated quantities moved or placed to date	13000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	2				
Hours per shift	6				
Average force on project for week	10				

Percentages of men employed on contract to be secured from:

Linn County, 50 %; Marion County, 50 %; .... County, ... %; .... County, ... %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Linn COUNTY	Marion COUNTY	Benton COUNTY	COUNTY	OTHER SOURCES		
Men	4	4			2		10
Men and teams							
Men and trucks under 3 tons	2						
Men and trucks over 3 tons							
Men and tractors							
shovel runner			1				

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ...., Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon E. 176-A

June 7, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
JUN [illegible] 193[illegible]
OREGON
[illegible]

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By A. H. Benedict
A. H. Benedict
Asst. Highway Engineer.

Encl.

Hypr 12686

Form P. R. 2
State Oregon
Project No. E-176, Section A

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of April, 1933 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 5th day of May, 1932, a project statement, which was approved by the Secretary on the 23rd day of May, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 11th day of March, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of five thousand, six hundred eighty-four and 77/100 dollars ($5,684.77) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5513

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "Emergency Construction Highway funds" appropriated by Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 803+04.6 on Second Street in Jefferson, and survey station 832+00 approximately 700 ft. west of the west end of the Jefferson Bridge (excepting therefrom the Jefferson Bridge, between survey stations 817+07.75 and 825+09.5),

, length 0.396 of a mile~~s~~, in Linn and Marion Counties, being Section A of Oregon Federal Aid project No. E-176, consisting of 0.396 of a mile~~s~~ of roadway and no bridges, of more than 20 feet clear span, known locally as the Santiam River Bridge Approaches, at Jefferson; between official control points Albany and Portland.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal aid thereon upon request and under usual limitations.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of five thousand, six hundred eighty-four and 77/100 dollars ($ 5,684.77), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fifteen thousand, seven hundred ninety-one and 05/100 dollars ($ 15,791.05), the approved total estimated cost of Section A of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 23rd day of May, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Lee Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By C Washburn

Member, State Highway Commission.
(Title of officer)

By

(Title of officer)

By

(Title of officer)

R G Tugwell
Secretary of Agriculture.

U. S. GOVE ICE: 1931 8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. E-176-A, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 15,791.05 as the total estimated cost of said project, and the sum of $ 5,684.77 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 23rd day of May one thousand nine hundred and thirty-three.

R G Tugwell
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

176-a

June 2, 1933

Hon. Willard L. Marks,
First National Bank Building,
Albany, Oregon.

Dear Mr. Marks:

Reference is made to your letter of May 2 in which you advise that members of your committee which were appointed by the Commission to consider a name for the Santiam River Bridge on the Pacific Highway at Jefferson wish to recommend that this bridge be named "Jacob Conser Bridge" to commemorate the name of Jacob Conser who was a pioneer of this district; also, in which you advise that members of some of the pioneer families in Jefferson concur in this selection.

I presented your letter to the Commission at its last meeting and am pleased to inform you that the recommendation was accepted and approved by the Commission by unanimous vote.

The Commission is very grateful for the committee's recommendation and instructed me to inform the members that it greatly appreciates the time and effort that have been expended by them in this matter.

Very truly yours

Secretary

HBG:AJ

cc Nellie B. Pipes
Oregon Historical Society
253 Market, Portland, Oregon

Mr. Lewis A. McArthur
Public Service Building
Portland, Oregon

Copies made for Commission

Letter from Honorable Willard L. Marks
recommending bridge at Jefferson be named
"Jacob Conser Bridge"

[illegible]

Dear Mr. Marks:

I thank you for your letter of May 2 advising that your Committee, appointed by the State Highway Commission to recommend a name for the new bridge being constructed across the Santiam River at Jefferson, has voted unanimously to recommend the name "Jacob Conser Bridge" in commemoration of Jacob Conser, an Oregon pioneer.

I shall be pleased to present your letter to the Commission at the next meeting. In the meantime I am sending copies to the individual members of the Commission for their advance information.

Very respectfully

Secretary

HBG:jn

May 8, 1933

Honorable Willard L. Marks
First National Bank Building
Albany, Oregon

Dear Mr. Marks:

I thank you for your letter of May 2 advising that your Committee, appointed by the State Highway Commission to recommend a name for the new bridge being constructed across the Santiam River at Jefferson, has voted unanimously to recommend the name "Jacob Conser Bridge" in commemoration of Jacob Conser, an Oregon pioneer.

I shall be pleased to present your letter to the Commission at the next meeting. In the meantime I am sending copies to the individual members of the Commission for their advance information.

Very respectfully

Secretary

HBG:jn

MARKS & McMAHAN

WILLARD L. MARKS
ARTHUR K. McMAHAN

CLARK S. KENDALL

LAW OFFICES
FIRST NATIONAL BANK BUILDING

ALBANY, OREGON

May 2, 1933.

Copies to Commissioners & Baldock 5/8/33

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

Replying to your letter of April 24th:

The committee which you appointed to consider a name for the bridge on the Pacific Highway across the Santiam River at Jefferson has agreed to submit the name of "Jacob Conser Bridge". The committee has never held a formal meeting but Mr. McArthur told me that he and Miss Pipes were favorable to that name and after discussing the matter with a number of members of pioneer families at Jefferson I concurred in their recommendation.

I had not written you previously about this matter because it was the intention and desire of the committee to try and compile some historical data regarding Mr. Conser and I spoke to Mr. McArthur about it a time or two but the matter has never been arranged. However, the members of your committee and the people of Jefferson generally feel that it is most appropriate to commemorate the name of "Jacob Conser" on this bridge.

Very respectfully yours,

Willard L. Marks

WLM:ED

#1469

176-a

May 24, 1933.

The American National Bank
Portland, Oregon

Attention: J. E. Roman, Vice Pres.

Gentlemen:

This acknowledges receipt of your letter of May 23rd inclosing assignment from Lindstrom and Feigenson to the American National Bank at Portland of monies due them under estimate No. 1, State Highway Contract No. 1469, covering the construction of approaches of the bridge over the Santiam River at Jefferson, Oregon.

The form of assignment furnished us is not acceptable because it does not contain all the conditions required by this department and the Secretary of State, who is the disbursing officer. Therefore, we cannot honor it in its present form. For convenience I am inclosing, in triplicate, our standard form of assignment and ask that you have this signed by Lindstrom and Feigenson and have the seal of their corporation affixed thereto. This should be signed by both the president and the secretary of the corporation before witnesses. In addition to this we require that assignments be approved by the surety on the bond furnished by the contractor in connection with this particular project showing that the assignment is consented to without prejudice to this bond. Our records show that the bond furnished in connection with this project was written by the United States Fidelity and Guaranty Company, C. O. Price, Agent, Porter Building, Portland.

Kindly return two copies of the inclosed form properly executed as outlined above together with the consent of surety and we will be pleased to honor same. Pending receipt of this assignment I have asked our Auditor to withhold this particular payment from the contractor.

Should it develop that assignment of this estimate cannot be effected we will then, of course, have to make payment to the contractor in the usual manner. However, we will be pleased to send the warrant direct to your bank provided we receive a letter from Lindstrom and Feigenson directing us to do so. A warrant would be made out payable to the order of Lindstrom and Feigenson and it would be necessary for you to secure their endorsement.

We shall be pleased to handle this matter in conformance with your desires.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

The American National Bank
OF PORTLAND
— MEMBER FEDERAL RESERVE SYSTEM —
Portland, Oregon

May 23, 1933

Oregon State Highway Commission,
Salem,
Oregon

Gentlemen:

We have today advanced funds to Lindstrom & Feigenson, contractors, on your contract #1469, Estimate #1, Prefix 22-PB-1, in Marion and Linn Counties, Pacific Highway--Jefferson Bridge approaches, and have accepted their assignment to secure these funds. The above estimate is in amount $4,403.64.

You have also received an authority from the above company authorizing you to pay these funds to us, and we are enclosing an assignment from Lindstrom & Feigenson, which please sign and return to us for our files.

When funds are being disbursed for this estimate, you are to send them directly to this bank.

Yours very truly,

JE Roman

J. E. Roman,
Vice President

RECEIVED
MAY [illegible] 193
OREGON

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Enc

ASSIGNMENT

LINDSTROM & FEIGENSON, a corporation, hereby transfers, assigns and sets over unto THE AMERICAN NATIONAL BANK OF PORTLAND, OREGON, their successors and assign the moneys due us under Estimate No. 1 under Contract #1469 for work done by us on the Pacific Highway in the Counties of Marion and Linn to May 15th, 1933, the sum being due us after the retention of 15%, in the amount of $4,403.64 which said sum is hereby assigned as above stated, and hereby authorize and empower the STATE HIGHWAY COMMISSION to make payment of said sum due to us as contractors, to said THE AMERICAN NATIONAL BANK OF PORTLAND, OREGON.

Dated this 23rd day of May, 1933.

LINDSTROM & FEIGENSON

By Wm H. Feigenson
President

Service of the above assignment accepted this day of May, 1933.

STATE HIGHWAY COMMISSION

By________________________

May 23, 1933

Soule Steel Company
1750 Army Street
San Francisco, California

Attention of Mr. H. O. Miller, Treasurer

Gentlemen:

Reply is made to your letter of May 17 regarding contract awarded to Clackamas Construction Company and Liesch & Tofte for the construction of a bridge over the Santiam River at Jefferson on the Pacific Highway in Marion and Linn Counties.

Our records now show that the contractors have been paid the sum of $81,949.67 and that our retained percentage is $2,845.80. The records indicate that the contractors will receive as final payment approximately $2,100.00 in addition to the retained percentage.

Our records further disclose that the contract is completed with the exception of the removal of the old bridge at this point which cannot be dismantled until the approaches to the new bridge have been constructed and made available to traffic.

This office has no record of any restraining orders against payment to the general contractors.

Very truly yours

Secretary

HBG:AJ

May 23 1933

. G.

On Jan, 30th we told them what had been paid to date and what was retained.

The contractors have been paid $91,949.67 to date and the retained percentage is $2,843.80. The will receive approximately $2,100.oo in addition to the retained percent on their final. The contract is complete except for the removal of the old bridge.

J. McF.

MPANY
JCTS
ICISCO

TELEPHONE
VALENCIA 4141

#1367

RECEIVED
MAY 19 1933
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you please advise us whether any payments have been made to the Clackamas Construction Company and Liesch & Tofte on the Bridge at Jefferson, Oregon, since your advice to us as at the end of January.

Have any restraining orders been entered against payment to the general contractors?

Thanking you, we are,

Yours very truly,
SOULE' STEEL COMPANY

BY: N O Miller
Treasurer

NOM/er

ELES
TLAND
HOUSTON

#1367
TELEPHONE
VALENCIA 4141
Mm. + Linn

SOULÉ STEEL COMPANY

IRON AND STEEL PRODUCTS

1750 ARMY STREET, SAN FRANCISCO

RECEIVED
MAY 19 1933
COMMISSION

May 17, 1933.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you please advise us whether any payments have been made to the Clackamas Construction Company and Liesch & Tofte on the Bridge at Jefferson, Oregon, since your advice to us as at the end of January.

Have any restraining orders been entered against payment to the general contractors?

Thanking you, we are,

Yours very truly,
SOULE' STEEL COMPANY

BY: N O Miller
Treasurer

NOM/er

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

FORM 5-A-1 3000 [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

176 A

OREGON STATE HIGHWAY COMMISSION

SALEM

May 22, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Hon. Hal E. Hoss, Secretary of State
Capitol Building.

Attention: Mr. Esch.

Dear Sir:

This is to formally request that no warrants covering vouchers drawn on the State Highway Fund by this office be delivered from your office to anyone other than the State Highway Commission offices or one of our own employees. This request is made on account of certain regulations of our Commission, requiring consent of surety and other reasons which might prevent our releasing the warrant immediately.

Thanking you in advance for your cooperation in this matter, I am

Yours respectfully,

R. H. BALDOCK,
State Highway Engineer.

By Carl F. Smith
Auditor.

CFS L
cc H. B. Glaisyer
Office.

May 13, 1933.

Mrs. David H. Looney,
Jefferson, Oregon.

Dear Mrs. Looney:

Your letter of May 6 is at hand, relating to the name of the Jefferson bridge, "Jacob Conser."

Mr. Marks, Miss Pipes and Mrs. McArthur, special committee, have recommended thatname, the highway commissioners and engineers approve, and the name will be attached with appropriate ceremonies, and pursuant to local plans of dedication. Mr. C. B. MuCullough, designer of the bridge, engineer of the highway department, will have charge of arrangements for the highway department, and to him local plans should be submitted for his information.

I trust that this method will meet with your approval, and that the dedication will be satisfactory to all concerned. Mr. McCullough will inform you of the probable date of completion of the approaches.

Truly yours,

Copies made for Baldock and the Commission.

May 11, 1933

United States Fidelity & Guaranty Company
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We have today received copy of notice of claim from the office of the Secretary of State filed by Masoma Supply Company, Inc. for materials furnished in the sum of $212.50 to Liesh & Tofte and Clackamas Construction Company for work on the bridge over the Santiam River at Jefferson, Oregon, copy of which is inclosed.

In accordance with our usual practice, we are giving you copy thereof since you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn
c.c. Clackamas Construction Co.

C. H. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

Cont 1367

May 6, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

A notice of claim by Masons Supply Company, Inc. for materials furnished in the sum of $212.50 against the bond taken from Liesh & Tofte and Clackamas Construction Company, principals, and U. S. Fidelity & Guaranty Company, surety, for work on the bridge over the Santiam River at Jefferson, Oregon, has been filed in this office today.

A copy of this notice is enclosed for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

The Masons Supply Company, Inc. also request a certified copy of the contract and bond covering the above construction work.

Yours very truly,

Hal E Hoss

Secretary of State

HM
enc. 3

COPY

MASONS SUPPLY COMPANY, Inc.
General Building Materials
515 East 12th Street
Portland, Ore.

May. 3, 1933.

To the State of Oregon,
Salem, Oregon.

Notice is hereby given that the undersigned, Masons Supply Company, has a claim for diatomite in the sum of $212.50 against the bond taken from Liesh & Tofte and Clackamas Construction Company, furnished by the U. S. Fidelity & Guaranty Company for the construction of a bridge over the Santiam River—Pacific Highway, at Jefferson, Oregon.

Masons Supply Company, Inc.

James D. Mackie
President

* * * * * * * * * * *

May 3, 1933.

Liesch and Tofte,
and
Clackamas Construction Co.

STATEMENT.

Balance	$212.50

I, Jas. D. Mackie, being first duly sworn, on oath say that I am the President of The Masons Supply Company, Inc. and that the above amount is correct and has not been paid.

James D. Mackie

Subscribed and sworn to me this 3rd day of May 1933.

(SEAL)

Arthur E. Mackie
[illegible] Public for Oregon.
My commis[illegible]es June 29, 1936

Endorsed: File No. 2245
Filed May 6, 1933
HAL E. HOSS,
Secretary of State

#1367

176A

April 26, 1933

United States Fidelity & Guaranty Co.
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We inclose copy of the notice of claim filed in the office of the Secretary of State by the Santa Cruz Portland Cement Company in the sum of $7,376.87 against the bond furnished by Clackamas Construction Company and Liesch & Tofte in connection with State Highway Contract No. 1367 for the construction of a bridge over the Santiam River, on the Pacific Highway at Jefferson.

This information is given you since you appear as surety on the bond in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

RSQ:
jn
c.c. Clackamas Construction Co.
Colton, Oregon

April 28, 1933

Honorable Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

This will acknowledge receipt of copies of notice of claim by Santa Cruz Portland Cement Company in the amount of $7,376.87 for materials furnished by them to the Clackamas Construction Company and Liesch & Tofte in connection with State Highway Contract No. 1367 for the construction of a bridge over the Santiam River at Jefferson.

We are today forwarding copies to the surety and the contractor, in accordance with our usual practice.

We are also forwarding to the Santa Cruz Portland Cement Company a certified copy of the above contract and bond, as requested by them.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

April 28, 1933

Santa Cruz Portland Cement Company
45 Fourth Street
Portland, Oregon

Gentlemen:

Honorable Hal E. Hoss, Secretary of State, has forwarded to this office your request for a certified copy of the contract and bond, numbered 1367, awarded to Clackamas Construction Company and Liesch & Tofte for the construction of a bridge over the Santiam River at Jefferson, Oregon.

We are forwarding a copy of such contract and bond, duly certified, to you by express today.

Very truly yours
STATE HIGHWAY COMMISSION

Secretary

HBG:jn

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

April 26, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

A notice of claim by Santa Cruz Portland Cement Company for materials furnished in the amount of $7,376.87 against the bond taken from Clackamas Construction Company and Liesch & Tofte, principals, and U. S. Fidelity & Guaranty Company, surety, for work on the bridge over the Santiam River at Jefferson, Oregon, has been filed in this office today.

A copy of this notice is enclosed for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

There is also enclosed a copy of the letter from Santa Cruz Portland Cement Company requesting a certified copy of the contract and bond covering the above construction work.

Yours very truly,

Hal E. Hoss

Secretary of State

HM
enc. 4

RECEIVED
APR 28 1933
OREGON
[illegible]

COPY

SANTA CRUZ PORTLAND CEMENT COMPANY
45 Fourth Street

Portland, Oregon April 25, 1933

Secretary of State,
State of Oregon
Salem, Oregon.

Dear Sir:

We are attaching herewith a claim, duly certified, against Liesch & Tofte and Clackamas Construction Company for material furnished them for the construction of a bridge over the Santiam River - Pacific Highway, at Jefferson, Oregon.

Will you please place this on file, and forward us certified copy of the contract and bond which apply on this contract, as provided in Chapter 280, Oregon Laws of 1931, Section 67-1101.

Respectfully yours,

SANTA CRUZ PORTLAND CEMENT COMPANY

M. B. JAMES

MBJ-B
Enc.

RECEIVED
APR 28 1933

SANTA CRUZ PORTLAND CEMENT COMPANY
45 Fourth Street

Home Office
Crocker Bldg.
San Francisco, Cal.

Portland, Oregon April 25, 1933

To the State of Oregon,
Salem, Oregon.

Notice hereby is given that the undersigned, Santa Cruz Portland Cement Company, has a claim for portland cement in the sum of $7,376.87 against the bond taken from Clackamas Construction Company and Liesch & Tofte, furnished by the U. S. Fidelity & Guaranty Company, for the construction of a bridge over the Santiam River - Pacific Highway, at Jefferson, Oregon.

SANTA CRUZ PORTLAND CEMENT COMPANY

By

District Sales Manager.

M. D. JAMES

* * * * * * * * * * * * * * * *

Statement

Portland, Ore., April 24, 1933
Mr. Liesch & Tofte - Clackamas Con. Co.,
Jefferson, Oregon.

To SANTA CRUZ PORTLAND CEMENT CO., Dr.
45 Fourth St.

TERMS: Net Cash

1932-			
Aug. 2 -	Bill	848 - 63 bbl	151.83
3 -	"	851 - 61 "	147.01
5 -	"	861 - 60 "	144.60
8 -	"	868 - 123 "	296.43
15 -	"	883 - 123 "	296.43
16 -	"	886 - 63 "	151.83
18 -	"	900 - 186 "	448.26
19 -	"	906 - 63 "	151.83
20 -	"	909 - 126 "	303.66
22 -	"	914 - 63 "	151.83
23 -	"	919 - 126 "	303.66
24 -	"	924 - 63 "	151.83
26 -	"	934 - 61 "	147.01
27 -	"	937 - 63 "	151.83
29 -	"	943 - 60 "	144.60
30 -	"	951 - 63 "	151.83
Sept. 3 -	"	969 - 61 "	147.01
6 -	"	974 - 63 "	151.83
9 -	"	983 - 63 "	151.83
10 -	"	987 - 181 "	436.21
12 -	"	993 - 118 "	284.38
15 -	"	1001 - 63 "	151.83
16 -	"	1005 - 63 "	151.83
17 -	"	1007 - 181 "	436.21
19 -	"	1012 - 189 "	455.49
20 -	"	1016 - 63 "	151.83
21 -	"	1017 - 126 "	303.66
22 -	"	1025 - 126 "	303.66
23 -	"	1027 - 63 "	151.83

	24 -	"	1035 -	65	"	151.85	
	26 -	"	1036 -	189	"	455.49	
	27 -	"	1039 -	65	"	151.85	
	28 -	"	1044 -	126	"	303.66	
	28 -	"	1045 -	65	"	151.85	
	29 -	"	1047 -	185	"	445.85	
	29 -	"	1048 -	65	"	151.85	
	30 -	"	1052 -	189	"	455.49	
Oct.	1 -	"	1058 -	65	"	151.85	
	1 -	"	1059 -	126	"	303.66	
	3 -	"	1064 -	187	"	450.67	
	5 -	"	1072 -	126	"	303.66	
	6 -	"	1078 -	185	"	445.85	
	8 -	"	1087 -	65	"	151.85	
	10 -	"	1091 -	65	"	151.85	
	29 -	"	1136 -	65	"	151.85	
Nov.	10 -	"	1153 -	65	"	151.85	
	14 -	"	1165 -	120	"	289.20	
	18 -	"	1178 -	65	"	151.85	
	19 -	"	1182 -	96	"	231.36	
	26 -	"	1193 -	60	"	144.60	
	28 -	"	1195 -	123	"	296.43	
	29 -	"	1198 -	65	"	151.85	
Dec.	2 -	"	1209 -	123	"	296.43	
	3 -	"	1211 -	123	"	296.43	
	5 -	"	1217 -	60	"	144.60	
	6 -	"	1222 -	65	"	151.85	
	7 -	"	1224 -	65	"	151.85	
	8 -	"	1226 -	60	"	144.60	
	21 -	"	1233 -	60	"	144.60	
	22 -	"	1234 -	60	"	144.60	
	23 -	"	1236 -	60	"	144.60	
1933-							
Jan.	7 -	"	11 -	65	"	151.85	
	9 -	"	16 -	65	"	151.85	
	10 -	"	17 -	61	"	147.01	
	11 -	"	22 -	123	"	296.43	
	13 -	"	27 -	123	"	296.43	
	14 -	"	30 -	60	"	144.60	
Feb.	4 -	"	51 -	60	"	144.60	
	16 -	"	64 -	60	"	144.60	
	18 -	"	65 -	60	"	144.60	
Mar.	13 -	"	103 -	60	"	144.60	
	23 -	"	124 -	60	"	144.60	
				8597			15,898.77
1932 -	CREDIT -						
Aug.	27 -	C/M	476 -	Sax		89.10	
	27 -	"	477 -	"		130.00	
Sept.	15 -	"	518 -	"		114.60	
	20 -	"	527 -	"		194.60	
	28 -	"	545 -	"		130.40	
Oct.	5 -	"	553 -	"		219.50	
	5 -	"	555 -	"		149.70	
	8 -	By Cash				2,000.00	
	12 -	C/M	568 -	Sax		189.80	
	14 -	"	573 -	"		110.10	
	26 -	"	595 -	"		169.70	
	26 -	"	596 -	"		115.00	
Nov.	28 -	"	660 -	"		147.20	
	28 -	"	661 -	"		54.80	
Dec.	12 -	By Cash				4,000.00	
	22 -	C/M	698 -	Sax		240.80	
	23 -	"	702 -	"		98.10	
	28 -	"	708 -	"		74.60	
1933 -							
Jan.	16 -	"	20 -	"		59.60	
Feb.	15 -	"	49 -	"		185.00	
Mar.	23 -	"	74 -	"		69.50	8,521.90
							7,376.87

State of Oregon, } ss.
County of Multnomah, }

I, M. B. James, Manager of Santa Cruz Portland Cement Co., being first duly sworn depose and say that the within account of $7376.87 is due from Liesch & Tofte - Clackamas Construction Co., to Santa Cruz Portland Cement Company.

M. B. JAMES

State of Oregon, } ss.
County of Multnomah, }

BE IT REMEMBERED, That on this 25th day of April, A. D. 1933 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named M. B. James, Manager of Santa Cruz Portland Cement Company, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and Notarial seal, the day and year last above written.

(SEAL)

F. E. WATKINS
Notary Public for the State of Oregon

My Commission Expires August 31st, 1936.

Endorsed: File No. 2258
Filed April 26, 1933
HAL E. HOSS,
Secretary of State.

Form [illegible]

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending April 22, 1933

Section Jefferson Bridge Approaches

Kind of work Grading and Paving

Highway Pacific

Section prefix 22PB.-1 196-2

Contractor Lindstrom and Feigenson

Contract number 1469

Date of contract March 15, 1933

Date of completion June 30, 1933

Date work started April 10, 1933

Estimated date of completion "

Amount of contract $ 14335.50

Per cent of time elapsed 35 %

Estimated cost of completed project, exclusive of engineering $ 14335.50

Per cent of contract completed, based on total contract price 5.6 %

Engineering costs to date, $, 1.45%

Date project was completed , 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Party worked two days on this section.

Restaked detour station 826 to 833. Staked fill station 825 to 832 and culverts at north end of job.

Contractor's crew hauled gravel borrow to detours station 826 to 829 on Monday A.M. of week. Balance hauled gravel borrow to fill north of bridge. Fill north of bridge should be completed by Tuesday April 25. It is going on in thin layers and well compacted. Spreading and compacting is now being done by a sixty cat and 7 c.y Slate scraper.

Forms and steel were placed for the extensions to box culvert

Gravel plant for concrete aggregate is completed and was tried out on Saturday. Mr Mason was over job on Wednesday.

RECEIVED
APR 27 1933
CONST.

NOTED
H. D. SMITH

RECEIVED
APR 2 1933

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.5				
Miles partially completed	0.25				
Miles completed	0.00				
Total estimated quantities	14000				
Estimated quantities moved or placed to date	2700				
Average daily quantities	225				
Average daily quantities necessary to complete project on time					
Number shifts per day	2				
Hours per shift	5				
Average force on project for week	35 ✓				

Percentages of men employed on contract to be secured from:

Linn County, 50 %; Marion County, 50 %; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Linn COUNTY	Marion COUNTY	Benton COUNTY	COUNTY	OTHER SOURCES		
Men	6	12				1 ✓	~~21~~ 19
Men and teams							
Men and trucks under 3 tons	9	3					12
Men and trucks over 3 tons							
Men and tractors	2						2
shovel runners			2				2
	17 ✓	15 ✓	2 ✓			1 ✓	35 ✓

Equipment used during week: Shovels 1, Power graders ......, Rollers ......, Mixers ......, Crushing or screening plants ......,

Compressors ......, Bull dozers ......, Sheet-foot rollers ......, . . . 60 tractor & 7 c.y. Slate scraper
30 " 3 " " "

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	rain		
Monday	fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

#1367

76-a

April 18, 1933

U. S. Fidelity & Guaranty Company
% C. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

Attached is copy of letter from F. P. Gram Co. Inc., which states that its claim against Clackamas Construction Company and Liesch & Tefts in connection with State Highway Contract No. 1367, construction of bridge over Santiam River at Jefferson on the Pacific Highway in Marion and Linn Counties, has been paid.

According to our records you appear as surety on the contractors' bond.

Very truly yours

Secretary

AJ

cc Clackamas Construction Co.
Oregon City, Oregon

cc F. P. Gram Co. Inc.
U. S. Bank Building
Portland, Oregon

COPY

F. P. GRAM CO. INC.
Lumber Financing

333 United States Bank Building
Portland, Oregon

April 14, 1933.

Secretary of State,
Salem, Oregon.

Gentlemen:

We hereby release our claim against Leisch & Tofte and the Clackamas Construction Company, which was filed with you on March 21st, our interest having been satisfied.

This refers to accounts assigned to us by C. H. Fisher of Portland, Oregon, and the Vancouver Plywood Company of Vancouver, Washington.

Yours very truly,

F. P. GRAM CO. INC.

H. G. Burco
Assistant Secretary

HGB:EK
CC: Fisher
Leisch & Tofte
U. F. G. & I. CO.

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

April 17, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There is enclosed for your information a copy of the letter received from F. P. Gram Company, Inc. advising that their claim against Leisch & Tofte and the Clackamas Construction Company has been paid.

Yours very truly,

Hal E Hoss

Secretary of State

HM
enc.

RECEIVED
APR 18 1933
OREGON
STATE HIGHWAY COMMISSI

April 8, 1933

Form 333—4M—10-32

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
Federal Aid Emergency Project

For Week Ending April 8, 1933, 19

Section Jefferson Bridge Approaches

Kind of work Grading and Paving

Highway Pacific

Section prefix 22 PB-1

Contractor Lindstrom and Feigenson

Contract number 1469 176a

Date of contract March 15, 1933, 193

Date of completion June 30, 1933, 193

Date work started , 193

Estimated date of completion " , 193

Amount of contract $14355.50

Per cent of time elapsed 2.2 %

Estimated cost of completed project, exclusive of engineering $14355.50

Per cent of contract completed, based on total contract price 00 %

Engineering costs to date $ ~~45.50~~ 95.50, 0.67%.

Date project was completed , 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, changes in personnel of party, etc.:

Contractor did clearing work during latter part of week and moved equipment in for grading. No grading work started this week. Expect to start Monday.

Bridge contractor has bridge ends nearly cleaned up ready for grading.

Party staked work from Station 303 to 315 and staked fill for detour on west end of bridge

Foster Kleiser sign will be moved Monday April 10.

City water pipes were moved by the city.

NOTED
H. G. SMITH
APR 1 1933

APR 10 1933

NOTED
H. W. [illegible]BY
H.B.L.

R C Johnson
Res Eng

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.5				
Miles partially completed	00				
Miles completed	00				
Total estimated quantities	14000				4400
Estimated quantities moved or placed to date	000				
Average daily quantities	000				
Average daily quantities necessary to complete project on time					
Number shifts per day	2				
Hours per shift	5				
Average force on project for week	3				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Marion COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	3						3
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power Graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	showers		
Saturday	"		

April 5, 1933

H. B. G.

The status of the Clackamas Constr. Co. & Liesch & Tofte Cont. #1367 - Santiam River Br. is as follows:

Was approximately 95% complete on Mar, 14, 1933. Contractors have been paid $85,245.57 to date and the retained percentage is $7,699.50.

J. McF.

will complete ?about June 30, 1933

SUPPLY CO

176-a

Attention of Mr. M. C. Parsons, Secretary

Gentlemen:

Reply is made to your inquiry of March 31 concerning the contract awarded by the State Highway Commission to Clackamas Construction Company and Liesch & Tofte for the construction of a bridge over the Santiam River at Jefferson.

The State Highway Commission has not yet made final settlement with these contractors for the construction of this bridge. The records show that the project was approximately 95% complete on March 14, 1933, and it is expected that the contract will be completed and accepted by the Commission about June 30. There is a certain amount of work connected with the project which cannot be finished until the approaches to the bridge have been constructed, the contract for which was awarded by the State Highway Commission at the meeting held on March 15. This accounts for the delay in completing the work.

Our retained percentage in connection with the contract is in excess of $7,000.

Very truly yours

Secretary

HBG:AJ

176-a

April 8, 1935

Pacific Asbestos & Supply Company
Front and Clay Streets
Portland, Oregon

Attention of Mr. M. C. Parsons, Secretary

Gentlemen:

Reply is made to your inquiry of March 31 concerning the contract awarded by the State Highway Commission to Clackamas Construction Company and Liesch & Tofte for the construction of a bridge over the Santiam River at Jefferson.

The State Highway Commission has not yet made final settlement with these contractors for the construction of this bridge. The records show that the project was approximately 98% complete on March 14, 1935, and it is expected that the contract will be completed and accepted by the Commission about June 30. There is a certain amount of work connected with the project which cannot be finished until the approaches to the bridge have been constructed, the contract for which was awarded by the State Highway Commission at the meeting held on March 15. This accounts for the delay in completing the work.

Our retained percentage in connection with the contract is in excess of $7,000.

Very truly yours

Secretary

HBG:AJ

#1367

PACIFIC ASBESTOS & SUPPLY CO.

R. TOMLINSON, *President*
C. M. HOOPES, *Vice-President*
M. C. PARSONS, *Secretary*

Distributors

Carey

ASBESTOS ROOFING & MAGNESIA PRODUCTS

PASCO
PRODUCTS

Phone Atwater 4165
4166

Front and Clay Streets, *Portland, Oregon*

March 31, 1933

Carey PRODUCTS

CAREY FLEXIBLE CEMENT ROOFING
PREPARED ROOFINGS
ASBESTOS ROOFING
ASFALTSLATE SHINGLES
ASBESTOS SHINGLES
ROOFING PAINTS
METAL PAINTS
REPAIRING CEMENTS
STOP-A-LEKE STYCK
TARRED ROOFING FELTS
ASPHALT ROOFING FELTS
INSULATING FELTS
DEADENING FELTS
BUILDING PAPERS
COAL TAR PRODUCTS
ASPHALT PITCH
GREASE STOCK
FREIGHT CAR ROOFING
SILL COVERING
DAMPCOURSE
ASPHALT ASBESTOS FELTS
DAMPSHIELD
FABRICSEAL
ELASTITE EXPANSION JOINT
CARPET FELTS
DAMPPROOFING COMPOUNDS

85% MAGNESIA
PIPE AND BOILER COVERINGS
CORK COVERING
FOR
AMMONIA, BRINE AND
COLD WATER PIPES
STEAM, HYDRAULIC,
AMMONIA AND AUTO
PACKINGS
ASBESTOS PIPE COVERINGS
IN ALL STANDARD FORMS
FIREPROOF
COLD WATER PAINT
ASBESTOS PAPER AND BOARD
THEATRE CURTAINS
TABLE COVERS
RIBBON
AUTO BRAKE LINING
ASBESTOS FABRICS

Oregon State Highway Department
Salem, Ore.

Gentlemen:-

Will you please advise us if you have settled in full with the Clackamas Construction Co., and Leisch & Tofte on the Jefferson highway job. We sold them expansion joint in December for which we have been unable to collect, and would therefore appreciate any information you can give us in reference to the above.

Yours very truly,

PACIFIC ASBESTOS & SUPPLY COMPANY

M. C. Parsons

Sec'y

MC:P

1 [illegible]

Jim what is status? [illegible]

#[illegible]

RECEIVED
APR 4 1933
OREGON
STATE HIGHWAY COMMISSION

CONTRACTORS FOR STEAM, POWER AND REFRIGERATION INSULATION

APRIL
First
1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement, covering the Santiam Bridge Approaches Project No. E-176-A.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

Encl.

Oregon State Highway Department

Emerg. Constr.
Hwy. Project No. E-176-A

ROADWAY APPROACHES TO THE SANTIAM RIVER BRIDGE
ON THE PACIFIC HIGHWAY IN LINN AND MARION COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 1, 1933

Completed Work: Statement of completed work will be made upon payment of final voucher.

Emergency Work

14,000	cu. yds.	Embankment in Place	$ 0.30	$ 4,200.00
50	" "	Class "A" Concrete in Culvert	16.00	800.00
5,000	lbs.	Metal Reinforcement in Culvert	0.04	200.00
60	lin. ft.	12" Culvert Pipe	0.60	36.00
700	sq. yds.	Removal of Old Pavement	0.50	350.00
350	cu. yds.	Sand Cushion	0.30	105.00
4,400	sq. yds.	Portland Cement Concrete Pavement	1.65	7,260.00
2,300	lin. ft.	Contraction Joints	0.04	92.00
450	" "	Expansion Joints	0.20	90.00
300	only	Dowels	0.20	60.00
3,500	lbs.	Tie Bars & Reinforcement	0.05	175.00
1,900	lin. ft.	White Concrete Traffic Stripes	0.20	380.00
150	cu. yds.	Base Course of Shoulders	1.25	187.50
300	" "	Top " " "	1.25	375.00
60	lin. ft.	Filler	0.50	30.00
100	yd. mi.	Hauling Filler	0.15	15.00
			Sub-total	$14,355.50
			10% Engr. & Cont.	1,435.55
				$15,791.05

Length of Roadway Approaches 0.396 miles

Regular Federal Aid Funds Requested	$ 5,684.77 (36%)
Emerg. Constr. Hwy. Funds "	$10,106.28
	$15,791.05

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
" " " Maintenance: Chap. 41, laws 1927.

176-a

WESTERN
UNION

March 24, 1933

Mr. O. D. Eby
Attorney at Law
Oregon City, Oregon

Dear Sir:

You 'phoned me on Monday of this week and inquired whether or not warrants on the state highway fund would be paid by the State Treasurer when presented for payment and asked that I wire you so that Clackamas Construction Company could secure a loan from one of the banks in your City.

I have not complied with your request sooner as we were not definitely sure of the sale of $1,500,000 highway bonds which the State Highway Commission offered for sale, and for other reasons. I am now pleased to inform you that all state highway fund warrants will be paid upon presentation and trust that this information will enable the Clackamas Construction Company to secure its loan.

I am wiring you today, as follows:

"ALL WARRANTS ON STATE HIGHWAY FUND WILL BE PAID WHEN PRESENTED"

Very truly yours

Secretary

HBG:AJ

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		NIGHT LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT
J. C. WILLEVER, FIRST VICE-PRESIDENT

1217-A

CHECK	
ACCT'G INFMN.	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

March 24, 1933

O D EBY ATTORNEY AT LAW
OREGON CITY OREGON

ALL WARRANTS ON STATE HIGHWAY FUND WILL BE PAID WHEN PRESENTED

H B GLAISYER SECRETARY

HBG:AJ

C O L L E C T

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

---

its claim

This information is given you as you appear as surety on the bond of the contractors.

Very truly yours

Secretary

AJ

cc Clackamas Construction Co.
& Liesch & Tofte
Oregon City, Oregon

#1367

176 A

March 23, 1933

Mr. C. O. Price, Manager
U. S. Fidelity & Guaranty Co.
Porter Building
Portland, Oregon

Dear Sir:

Enclosed find copies of notices of claims filed with the Secretary of State against the surety bond furnished by Clackamas Construction Company and Liesch & Tofte in connection with State Highway Contract No. 1367, construction of a bridge over Santiam River at Jefferson in Marion and Linn Counties. They are as follows:

F. P. Gram Co. Inc..............$ 247.50
Lumber furnished by C. H. Fisher
who assigned his claim

F. P. Gram Co. Inc.............. 300.00
Lumber furnished by Vancouver
Plywood Company, which assigned
its claim

This information is given you as you appear as surety on the bond of the contractors.

Very truly yours

Secretary

AJ

cc Clackamas Construction Co.
& Liesch & Tofte
Oregon City, Oregon

March 23, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of March 22 enclosing copies of notice of claim filed by F. P. Gram Company, Inc., against the surety bond furnished by Clackamas Construction Co. and Liesch & Tofte in connection with State Highway Contract No. 1367, construction of a bridge over Santiam River at Jefferson in Marion and Linn Counties; said claim being in the sum of $247.50 and having been assigned to F. P. Gram Co. by C. E. Fisher.

Copies of the notice are being sent to the contractors and their surety.

Very truly yours

Secretary

AJ

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

March 22, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We have received and filed as of this date, a notice of claim by F. P. Gram Company, Inc. for materials furnished in the sum of $247.50 against the bond taken from Leisch & Tofte Company and Clackamas Construction Company for work on the State Highway Bridge at Jefferson, Oregon.

We have prepared and are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

COPY

F. P. GRAM CO. Inc.
Lumber Financing
United States Bank Building

Portland, Oregon
March 21, 1933

Secretary of State of Oregon
Salem, Oregon

Dear Sir:

You are hereby notified that we have a claim against Leisch & Tefte Company and Clackamas Construction Company of Jefferson, Oregon, - on State Highway Bridge being built at Jefferson, Oregon.

We hereby file claim in the amount of $247.50 for fir foundation piling used in this construction, material being furnished by C. H. Fisher of Portland, Oregon, his invoice of July 26th, 1932, for the above amount on which all right, title and interest was duly assigned to us.

Yours very truly,

F. P. GRAM CO. INC.

H. G. Burco
Assistant Secretary

HGB/A

Endorsed: File No. 2223
Filed March 22, 1933
HAL E. HOSS,
Secretary of State

March 23, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of March 22 enclosing copies of notice of claim filed by F. P. Gram Company, Inc., against the surety bond furnished by Clackamas Construction Co. and Liesch & Tefte in connection with State Highway Contract No. 1567, construction of a bridge over Santiam River at Jefferson in Marion and Linn Counties.

Copies of the notice are being sent to the contractors and their surety.

Very truly yours

Secretary

AJ

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

March 22, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We have filed as of this date a notice of claim by F. P. Gram Company, Inc. for materials furnished in the sum of $300.00 against the bonds taken from Leisch & Tofte Company and Clackamas Construction Company for work on the State Highway Bridge at Jefferson, Oregon.

We are enclosing a copy of notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss
Secretary of State

HM

COPY

F. P. GRAM CO. Inc.
Lumber Financing
United States Bank Building

Portland, Oregon
March 21st, 1933

Secretary of State of Oregon
Salem, Oregon

Dear Sir:

You are hereby notified that we have a claim against Leisch and Tofte Company and Clackamas Construction Company of Jefferson, Oregon, - on State Highway Bridge being built at Jefferson, Oregon.

We hereby file claim in the amount of $300.00 for fir foundation piling used in this construction, material being furnished by Vancouver Plywood Company, of Vancouver, Washington, their invoices of August 6th, and September 10th, 1932, for the above amount on which all right, title and interest was duly assigned to us.

Yours very truly,

F. P. GRAM CO. INC.
H. G. Burco
Assistant Secretary

HGB/A

Endorsed: File No. 2222
Filed March 22, 1933
HAL E. HOSS,
Secretary of State.

March 7, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate accompanying plans for the roadway approaches to the Santiam River Bridge. For the reason that the bridge has been assigned Federal Aid Project No. 176-A, it is our request that the limits of this project be extended to include the roadway approaches. We are, accordingly, submitting this estimate under the Emergency Construction Project No. E-176-A.

Under separate cover, we are sending five bid proposals and five sets of blueprint plans for this work.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

Emerg. Constr. Hwy.
Project No. E-176-A

ROADWAY APPROACHES TO SANTIAM RIVER BRIDGE

ON THE PACIFIC HIGHWAY IN LINN COUNTY

(Estimate accompanying plans. Not as basis for project agreement.)

Salem, Oregon, March 6, 1933.

COMPLETED WORK: Statement of completed work will be made upon payment of final voucher.

14,000	cu. yds.	Embankment in Place	$0.40	$ 5,600.00
50	" "	Class "A" Concrete in Culvert	18.00	900.00
5,000	lbs.	Metal Reinforcement in Culvert	0.05	250.00
60	lin. ft.	12" Culvert Pipe	1.00	60.00
700	sq. yds.	Removal of Old Pavement	0.40	280.00
350	cu. yds.	Sand Cushion	1.00	350.00
4,400	sq. yds.	Portland Cement Concrete Pavement	2.10	9,240.00
2,300	lin. ft.	Contraction Joints	0.05	115.00
450	" "	Expansion Joints	0.20	90.00
300	each	Dowels	0.25	75.00
3,500	lbs.	Tie Bars and Reinforcement	0.05	175.00
1,900	lin. ft.	White Concrete Traffic Stripes	0.07	133.00
150	cu. yds.	Base Course of Shoulders	1.00	150.00
300	" "	Top Course of Shoulders	1.50	450.00
60	" "	Filler	0.50	30.00
100	yd. mi.	Hauling Filler	0.15	15.00
			Sub-total........	$17,913.00
			10% Engr. & Cont..	1,791.30
			Total.......	$19,704.30

Length of earth approaches	0.396 miles
Regular Federal Aid Funds Requested	$ 7,093.54
Emergency Constr. Hwy. Funds Requested	12,610.76
	$ 19,704.30

#1367

176-a

January 30, 1933

Scule' Steel Company,
1750 Army Street,
San Francisco, California.

Attention: N. O. Millar, Treas.

Gentleman:

In response to your inquiry of January 28th we wish to advise that to date $81,750.86 has been paid to Liesch & Tefte and the Clackamas Construction Company in connection with their contract No. 1367 for the ~~construction of~~ a bridge over the Santiam River on the Pacific Highway in Marion and Linn Counties. The retained percentage is $7,699.50. This contract was approximately 87% complete on January 15th, 1933.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

PORTLAND
HOUSTON

#1367
TELEPHONE [illegible]
VALENCIA 4141 [illegible]

SOULÉ STEEL COMPANY
IRON AND STEEL PRODUCTS
1750 ARMY STREET, SAN FRANCISCO

January 28, 1933.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Att'n: H.B. Glaisyer

Under date of November 7th you advised us that the Clackamas Construction Company and Liesch & Tofte had been paid $55,638.10 on contract No. 1367 for the construction of a bridge over the Santiam River on the Pacific Highway at Jefferson, and that the retained percentage at that date was $7,699.50.

Will you not please advise us now the amount which has been paid the above contractors to date, the amount of the retained percentage at the present time and also the total amount yet to be paid them on the above contract.

Thanking you for your advice as to the above, we are,

Yours very truly,
SOULE' STEEL COMPANY
BY N O Millar
Treasurer

NOM/er

RECEIVED
JAN 30 1933
OREGON
STATE HIGHWAY COMMISSION

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

Portland 104 10m 11-14-32

#1367
Marion Co
171-a

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

January 9th, 1933.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen: Re: #39-12-606-32 - Clackamas Con. Co. & Liesch & Tofte

The above bond executed June 3, 1932, covers contract for the construction of a bridge over the Santiam River at Jefferson, Oregon.

We enclose our form inquiry which we kindly ask you to complete and return to us as promptly as possible, showing the present status of this contract.

Thanking you for your attention to the matter, we remain,

Yours very truly,

Price

DW Manager.

Pd. Dec. 20 - $77,243.86 Est. $7,699.50 F. Acct. $234.36

Earned $84,243.36

RECEIVED
JAN 1

#1367
Marion & Linn

176a

November 29, 1932

Seaman & Seaman,
Attorneys at Law,
Hall Building,
Marshfield, Oregon.

Gentlemen:

Acknowledgement is made of your letter of November 26th concerning Louis Johnson.

Please be advised that we understand that Mr. Johnson is furnishing the gravel for the Clackamas Construction Company and Liesch & Tofte on their contract No. 1367 for the construction of a bridge over the Santiam Highway on the Pacific Highway in Marion and Linn Counties.

He is being paid by the contractors for the work and not by the State.

The bond which was furnished in connection with the above contract for the protection of all labor and material claims was written by the United States Fidelity & Guaranty Company for whom C. O. Price who has offices in the Porter Bldg., Portland, Oregon, is resident agent.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

ALBERT E. SEAMAN
ATT'Y AT LAW

LAW OFFICES
SEAMAN & SEAMAN
210 HALL BUILDING
MARSHFIELD, OREGON

WESLEY A. SEAMAN
ATT'Y AT LAW

Nov. 26, 1932.

Oregon State Highway Commission
Salem, Oregon.

Gentlemen: Re: Louis Johnson

Would you advise me whether or not Louis Johnson has a subcontract with you re hauling of gravel or doing some excavation or road work at or near Jefferson, Oregon? He is doing some work there we believe under a subcontract from Liesch & Tofte but we are not sure whether he is being paid by Liesch & Tofte or through the State Highway Department, and would like to have this information from you.

Awaiting to hear from you, we remain

Yours truly,

SEAMAN & SEAMAN

By W A Seaman

WAS M

RECEIVED
NOV 29 1932
OREGON
[illegible]

#1367

QR 176a

November 17, 1932

Willamette Lumber Company,
Dallas, Oregon.

Attention: A. R. Hartman.

Gentlemen:

Reply is made to your letter of November 10th concerning the Liesch & Tofte and Clackamas Construction Company contract No. 1367 - for the construction of a bridge over the Santiam River on the Pacific Highway in Marion and Linn Counties.

In connection with this contract the contractors were required to furnish the State with a surety bond for the protection of claims incurred against the project. This bond was written by the United States Fidelity & Guaranty Company for whom C. O. Price, is the resident agent with offices in the Porter Building, Portland, Oregon.

In the event that you do not secure a satisfactory settlement of your claim with the contractors you may take the matter up direct with their surety and also file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy which is enclosed for your information.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

November 16, 1932.

Mr. Jim McFarland

Herewith copy of letter which we have received from the Willamette Valley Lumber Co., with reference to a claim against the contractors on the Jefferson Bridge. Will you please inform these people whether or not we will be able to comply with their request?

W. A. Reeves

WAR:AP
Attached

WILLAMETTE VALLEY LUMBER CO.

Dallas, Oregon.

Nov. 10th, 1932.

Oregon State Highway Department,
Salem, Oregon.

Gentlemen:

Attention Mr. McCullough
Re: Jefferson Bridge Job.

We have been extending extra time on credit to Clackamas Construction Company and Leisch & Tofte who have the contract for the construction of the Jefferson Bridge. While we are not worried about the account at the same time, we wish to take the precaution of asking you to notify us before making final settlement with them.

Thanking you for your consideration in this matter, we are

Yours very truly,

WILLAMETTE VALLEY LUMBER COMPANY

By A. R. Hartman (signed)

Cashier

COPY

FORM 9-B-1 4000 5M 9-31

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

176-a

November 7, 1932.

Mr. C. A. Jordan,
Jefferson, Oregon.

Dear Sir:

Enclosed you will find two copies of price agreement for placing the approach fills at the Jefferson Bridge. One copy is for your files and the other is to be handed to the contractor.

Very truly yours,

C. B. McCullough
Bridge Engineer

By W A Reeves
W. A. Reeves
Office Engineer

WAR:AP

cc Mr. C. F. Smith
Mr. W. E. Chandler
Mr. J. W. Nash

130—E-15927—3M—3-30.

OREGON STATE HIGHWAY DEPARTMENT

PRICE AGREEMENT

Applying to Extra Work and Extra Material

Job Santiam River Bridge at Jefferson

Highway Pacific **Date** October 10, 1932

County Marion - Linn **Contract No.** 1367

Contractor Clackamas Construction Co. & Liesch & Tofte **Price Agreement No.** 1

Address Jefferson

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: Placing excess and oversized gravel in the fill for the bridge approaches as the State Highway Engineer directs; and in such position that these partial fills will not interfere with the grading operations.

Location by station numbers:

815+50 to 817+07, and

825+10 to 827+75

Names of pay items, estimated quantities and agreed prices:

2000 cu.yds gravel at $0.25 per yard.

Specifications, basis of measurement and other provisions: Not to be a finished fill. Original cross-sections with recross sections to be the basis of measurement. Gravel to be placed in sightly piles inside the fill, and not above grade.

(Use back of sheet if more space is required)

Recommended for approval:

C. A. Jordan (signed)

Resident Engineer.

Signed: CLACKAMAS CONSTRUCTION CO. and LIESCH & TOFTE

Contractor.

By Philip Hult (signed)

Recommended for approval:

C. B. McCullough (signed)

Division Engineer.

Approved:

R. H. Baldock (signed)

State Highway Engineer.

INSTRUCTIONS: After the signature of the contractor has been obtained, submit five copies (including original copy) to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

Baldock

176A

UNITED STATES FIDELITY AND GUARANTY COMPANY

C
O
P
Y

OREGON GEOGRAPHIC BOARD

Portland, Oregon

October 12, 1932

Hon. Willard L. Marks
Albany
Oregon

NOTED
State Highway Engineer

My dear Mr. Marks:

In reference to the matter of the naming of the bridge at Jefferson:

I have gone over the situation with Miss Pipes, the other member of the committee, and we both have talked to various members of the Looney family. We are of the opinion that the original selection "Jacob Conser Bridge" is what the two of us would like to vote for.

With kindest personal regards, I remain

Yours faithfully,

(Signed) Lewis A. McArthur

LAMcA:GM
cc Miss Pipes
Mr. Glaisyer

#1367

R. HOWARD BLAND, PRESIDENT

CAPITAL PAID IN CASH $10,000,000

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

176A

RECEIVED
SEP 27 1932
OREGON
STATE HIGHWAY COMMISSION

September 26th, 1932.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen: Re: #39-12-606-32 - Clackamas Con. Co. & Liesch & Tofte

The above bond executed June 3, 1932, covers contract for the construction of a bridge over the Santiam River at Jefferson, Oregon.

We enclose our form inquiry which we kindly ask you to complete and return to us as promptly as possible, showing the present status of this contract.

Thanking you for your attention to the matter, we remain,

Yours very truly,

Price

Manager.

CS-

Pd. Sept. 20 - $34,344.67 Total Earned $40,405.50
Ret'd. $6,060.83

PORTLAND 104 10-20-31 5M

____, STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore.F.A.P. 176-A

POST OFFICE BUILDING
PORTLAND, OREG.

Sept. 7, 1932.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
SEP 8 - 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encl.

App. 12686

Form P. R. 2
State Oregon
Project No. 176, Section A.

RECEIVED
SEP 8 - 1932
OREGON
STATE HIGHWAY COMMISSION

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—6518

PROJECT AGREEMENT

Memorandum of Agreement made this 12th day of August, 1932 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 5th day of May, 1932, a project statement, which was approved by the Secretary on the 23rd day of May, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 4th day of June 1932, and approved by the Secretary on the 25th day of August, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seventy thousand, two hundred seventy-three and 84/100 dollars ($70,273.84) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State Chap. 175, Laws of 1917 and Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(*b*) By the count ________ of ________________
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ________________
(State how placed under direct control of Highway Department)

*(*c*) ________________

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following ~~[illegible]~~ bridge ~~and approaches~~ as described in detail in said surveys, plans, and specifications:

~~Between~~ Bridge across the Santiam River at Jefferson, between survey stations 81/+07.5 and 825+09.5

terminal points, a distance of 0.151 miles, known locally as the Pacific Highway, between Albany and Portland, Marion and Linn Counties, being Oregon Federal Aid Project No. 176, Section A, consisting of one bridge of more than 20 ft. clear span only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, prior to or immediately upon the completion of the improvement contemplated under this agreement, it will construct suitable road connections between the ends of the bridge and the existing highway to the east and west.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of seventy thousand, two hundred seventy-three and 84/100 dollars ($70,273.84), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred twelve thousand, nine hundred twenty-six and 00/100 dollars ($112,926.00), the approved total estimated cost of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to .... (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of .... (Name)~~

STRICKEN OUT

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

old claim.
Oregon.

Mrs. J. C. Siegmund

Article VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

~~*(a) By the ....,~~
~~upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ....~~
~~(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)~~

~~*(b) By the ....,~~
~~upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ....~~
~~(Include reference to statute authorizing funds and probable amount annually available)~~

~~*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ....~~

STRICKEN OUT

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 25th day of August, 1932

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By ....
Chairman, State Highway Commission
(Title of officer)

By ....
Member, State Highway Commission
(Title of officer)

[SEAL]

By C. Washburn
Member, State Highway Commission
(Title of officer)

By ....
(Title of officer)

By ....
(Title of officer)

[SEAL]

C. F. Marvin
Acting Secretary of Agriculture.

8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 176 Section A, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $112,926.00 as the total estimated cost of said project, and the sum of $70,273.84 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 25th day of August one thousand nine hundred and Thirty-two

C. F. Marvin
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—1829

COPY FOR MR. Baldock)
From H. B. Glaisyer, Secretary

176A

Salem, Oregon
August 22, 1932

NOTED

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs:

I have learned that there is talk of naming the Jefferson bridge for Jacob Conser. It seems to be the impression, that he built the first ferry to cross the Santiam River. It is to correct this impression I am writing you the true story of the first ferry, and the building of that early ferry, and its operation on the Santiam River by Milton Hale at that early day, was an achievement that deserves mention whenever the deeds of these early pioneers are recalled.

If a few facts and descriptions will be of help to you, I will briefly say that Milton Hale, with his wife and one little child, left Iowa, April 22, 1845, joining the big emigration of that year and taking six months and ten days to reach the Willamette Valley, being six months with oxen in reaching The Dalles on the Columbia River, and ten days with two ponies through the trackless wilds of the Cascade Mountains.

The ponies he secured at the The Dalles and one was used to carry the camping equipment while Mrs. Hale and the little daughter rode the other, and Mr. Hale walked. This little family of three, husband, wife and child, spent the greater part of that first winter with Harrison Wright on the Molalla. Early in January 1846, Mr. Hale came back up the valley bringing with him his wife and child to where he had previously located a claim, but this claim was on the further side of the Santiam River and reaching to the water's edge at the site of that early ferry. On reaching the river the water was yet high and no way to cross it; so first making a temporary shelter for the little family, he then set to work to construct a ferry to put themselves and their belongings across the river to his claim, and future home on the other side.

And this he did by felling two trees, which he then hollowed out and made of them two enormous canoes, these canoes he fastened together with stout cross-pieces of heavy timber which he fastened securely with wooden pins and floored the whole contrivance with puncheon, or hand-made planks, and in the doing of all this he had no tools but a chopping axe, an adz, an auger and a pocket knife. He had no nails whatever but used stout wooden pins throughout the structure. The boat was a success and practically all the immigration to the upper Willamette Valley crossed at that ferry.

Before the boat was completed, other families had arrived at the river seeking to cross. The camped here and waited till the boat was ready to be put in use, and the Earl family was the first ferried over. The boat was much needed and was kept in use for many years. The site of this ferry crossing was about a mile and a half below the present town of Jefferson.

I am a niece of Milton Hale and own at this time a large portion of that old claim. Which is the first donation land claim ever patented in Linn Co. Oregon.

Yours respectfully

Mrs. J. C. Siegmund

July 1, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Santiam River Bridge, Project No. 176-A.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EM.

encl.

Oregon State Highway Department. Project No. 176-A

SANTIAM RIVER BRIDGE

ON THE PACIFIC HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 30, 1932.

1,980	cu. yds.	Excavation	$ 5.00	$ 9,900.00
200	" "	" below plans	5.00	1,000.00
1,050	" "	Class "B" Concrete	15.00	15,750.00
2,400	" "	" "A" "	16.00	38,400.00
700	" "	" "D" "	12.00	8,400.00
650,000	lbs.	Metal Reinforcement	.035	22,750.00
1,620	lin. ft.	Concrete Handrail	3.00	4,860.00
All Required		Remove Old Bridge		2,000.00
				$102,660.00
			10% Engr. & Cont.	10,266.00
				$112,926.00

Length of bridge	0.151 miles
Federal Aid Requested	$70,273.84
State Funds Available	42,652.16
	$112,926.00

State funds for constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1920.

" " " maint.: Chap. 41, Laws 1927.

176-A

June 25, 1932

Clackamas Construction Co.,
Jefferson,
Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you and Liesch & Tofte for the construction of a bridge over the Santiam River, near Jefferson.

A copy of the contract is also being sent to Liesch & Tofte.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

RECEIVED AT

STANDARD TIME INDICATED ON THIS MESSAGE

Postal Telegraph

THE INTERNATIONAL SYSTEM

TELEGRAMS CABLEGRAMS RADIOGRAMS

Mackay Radio

This is a full rate Telegram, Cablegram or Radiogram unless otherwise indicated by signal in the check or in the address.

DL	DAY LETTER
NL	NIGHT LETTER
NM	NIGHT MESSAGE
LCO	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
WLT	WEEK END CABLE LETTER
	RADIOGRAM

~~43PO B DH~~ CO

176 A

SEATTLE WASHN JUNE 14-32

R H BALDOCK CHIEF ENGINEER

16 NEW STATE BLDG SALEM ORE

KINDLY DISREGARD MY LETTER JUNE ELEVENTH ASKING FOR REIMBURSEMENT ACCOUNT OF POLE LINE CHANGES NECESSITATED BY BRIDGE CONSTRUCTION ACROSS SANTIAM RIVER AT JEFFERSON OREGON STOP A LATER SURVEY INDICATES ALL POLES INVOLVED LOCATED ON STATE HIGHWAY STOP OUR ERROR VERY MUCH REGRETTED

H M ANDERSEN

1101A

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located upon the right of way of the S. P. Railway Company, our request for reimbursement is in order and undoubtedly will receive your prompt attention.

Yours truly,

H M Andersen

District Foreman.

Portland 104 1-12-32 3m

Postal Telegraph-Cable Company

EXCHANGE BUILDING

Seattle Washington

June 11, 1932.

Oregon State Highway Commission,
New State Building,
Salem, Oregon.

RECEIVED
JUN 13 1932
OREGON
STATE HIGHWAY COMMISSION

Attention Mr. R. H. Baldock,
Chief Engineer.

Gentlemen:

It is our understanding that construction will shortly be commenced of a new bridge across the Santian River at Jefferson, Oregon.

As it is our wish to cooperate with your department in every way possible, that the operations of the contractor will not be delayed, we are asking you to please authorize us to bill you for such expense as may be incurred by our company in protecting and re-arranging the section of our pole line, which incidentally carries main line circuits, involved by the construction of the new bridge.

As the section of pole line previously referred to is located upon the right of way of the S. P. Railway Company, our request for reimbursement is in order and undoubtedly will receive your prompt attention.

Yours truly,

H. M. Anderson

District Foreman.

Portland 104 1-12-32 3m

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

PR 176

June 4, 1932

RECEIVED
JUN 8 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 176-A, the Santiam River Bridge, were recommended for approval as of this date.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Portland 104 1-12-32 3m

R. HOWARD BLAND, PRESIDENT

CAPITAL PAID IN CASH $10,000,000

AR 176A

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

June 3rd, 1932.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

We are sending you today by express, five copies of contract No. 1367 awarded to Clackamas Construction Company and Liesch & Tofte for the construction of a bridge over the Santiam River near Jefferson on the Pacific Highway in Marion and Linn Counties, Oregon, having executed the bond in connection therewith.

Yours very truly,

C O Price

Manager.

CS-

Portland 104 1-12-32 3m

CONFIRMATION

WESTERN UNION

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

NEWCOMB CARLTON, PRESIDENT
J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Night Letter
WLT = Week-End Letter

OR176

Bureau of Public Roads
8010-20 Oregon

Received at 417 State Street, Salem, Oregon. Telephone 3111

R.H.Baldock
State Highway Engineer
Salem, Oregon

Portland, Oregon May 25, 1932

WE ARE ADVISED BY WIRE TODAY THAT PROJECT STATEMENT FOR OREGON ONE SEVENTY SIX WAS APPROVED MAY TWENTY THREE APPROVAL SUBJECT TO LETTER WHICH FOLLOWS

Davis

Paid Gov't. Rate

PB35 25 GOVT 25 1122A

R H BALDOCK=

WE ARE ADVISED BY WIRE TODAY THAT PROJECT STATEMENT FOR OREGON ONE SEVENTY SIX WAS APPROVED MAY TWENTY THREE APPROVAL SUBJECT TO LETTER WHICH FOLLOWS

DAVIS.

MAY 1932

TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-B

rate
Cable-
unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Night Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon. Telephone 3171 1932 MAY 25 AM 11 29

PR35 25 GOVT=PORTLAND ORG 25 1122A

R H BALDOCK=
STATE HIGHWAY ENGINEER SALEM ORG=

WE ARE ADVISED BY WIRE TODAY THAT PROJECT STATEMENT FOR OREGON ONE SEVENTY SIX WAS APPROVED MAY TWENTY THREE APPROVAL SUBJECT TO LETTER WHICH FOLLOWS=

DAVIS.

WESTERN UNION GIFT ORDERS SOLVE THE PERPLEXING QUESTION OF WHAT TO GIVE

Dict. by J. W. Nash/EE

May 16, 1932.

Mr. W. H. Lynch,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

We are today sending under separate cover five blueprint copies of the title sheet for the plans of the Santiam River Bridge, Project 176 A.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER

May 5, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accord with the request by telephone of Mr. Davis, we are enclosing herewith a blueprint copy of the project statement map and one copy of the project statement, covering the Salem-Albany Section. This project has been assigned No. 176.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EB.

encl.

STATE Oregon

PROJECT NO. 176
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) May 5, 1932.

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Salem-Albany Section, Pacific Highway.

2. Between control points of official description: Oregon City and Albany

3. Between intermediate control points if used: and

County of Lane and Linn

4. Length in miles (gross) 24.3 (net) 24.3

5. Preliminary estimate of cost: Total, $ 500,000; section of road to be first improved, $,

of which $ 150,000 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: (Amount.)

Sufficient to insure completion: Current income Chapter 173, Laws 1917; Chapter 31, Laws 1920.
(Source; refer to statute.)

(*b*) County
(Amount.) (Source; refer to statute.)

8—8073

7. Funds for maintenance to be provided by State (State or (and) county.), from the following

sources: Current income, Chapter 41, Laws 1927. (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon.

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

Albany.

11. Additional remarks: The first section to be improved is the construction of the Santiam River Bridge at Jefferson.

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission, (State highway department.)

By

(Title of officer.) Chairman.

By

(Title of officer.) Commissioner.

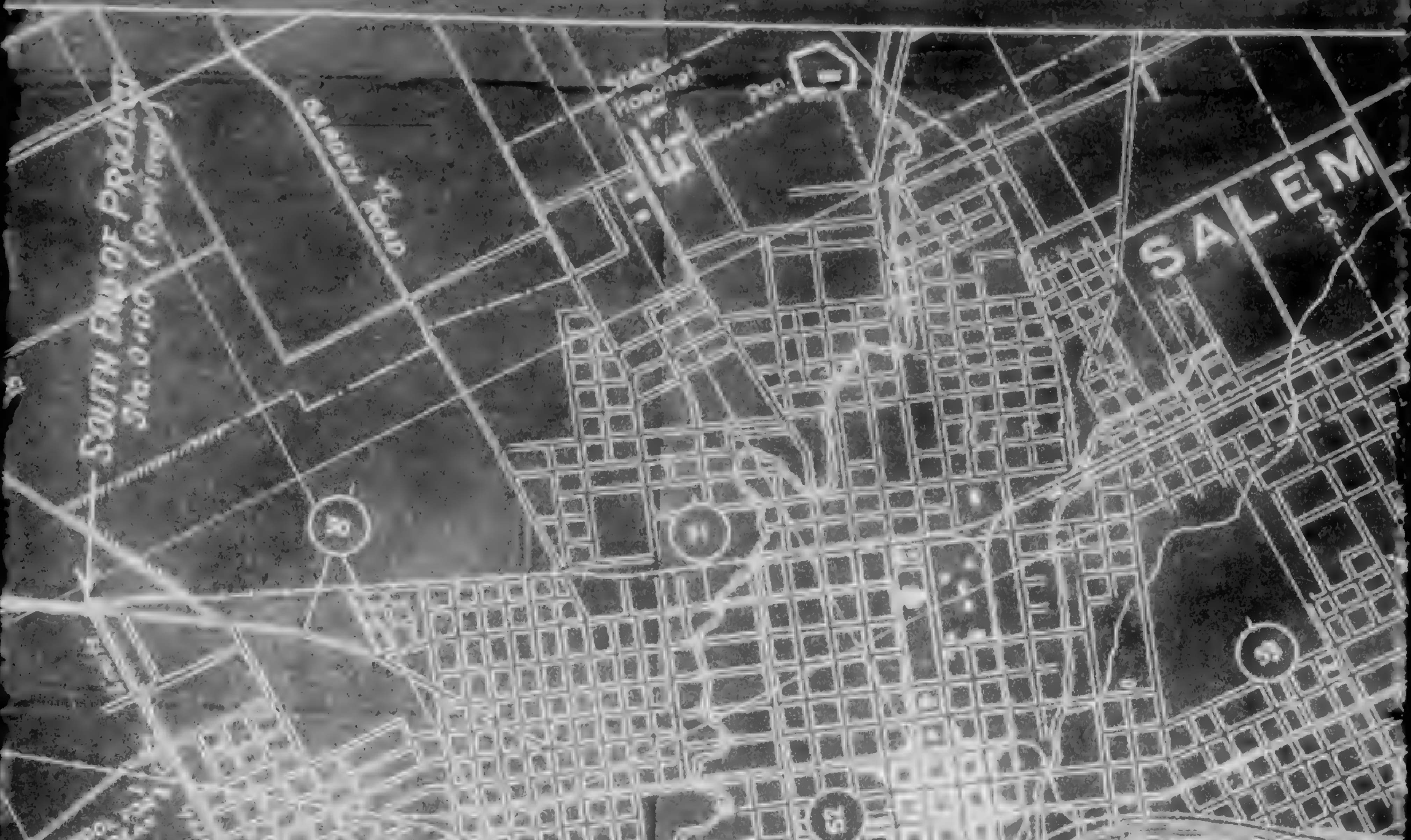
By

(Title of officer.) Commissioner.

OREGON STATE HIGHWAY DEPARTMENT
MAP OF
SALEM - BROOKS SECTION
PACIFIC HIGHWAY
MARION COUNTY
FED. AID PROJECT NO. 10
BROOKS
FED. AID

NORTH END OF PROJECT
FED. AID HWY.
Chemawa

South End of Project
SOUTH END OF PROJECT
SCHOOL FOR THE DEAF
ROAD
WILLAMETTE RIVER


SOUTH END OF PROP'D
Sta. 0+00
ROAD
State Hospital
Pen.
SALEM
8
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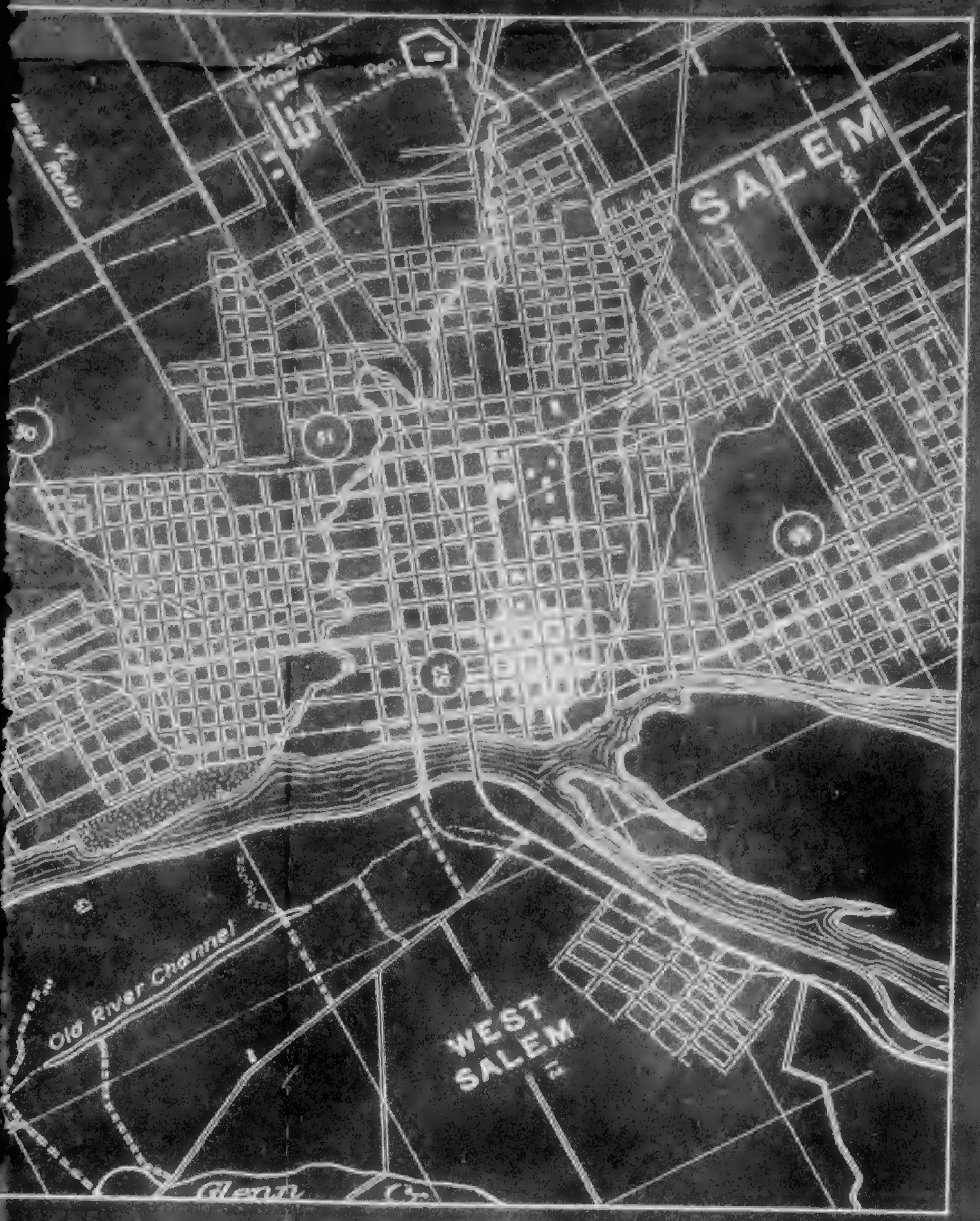
52
COUNTY
TE
RIVER
Old River Channel
WEST
SALEM
Glenn
Cr


State Hospital
Pen.
SALEM
51
99
WEST SALEM
Old River Channel
Glenn Cr.

February 23, 1932.

Memorandum to Mr. Baldock:

Pursuant to our conversation in your office this morning, the difference in cost between a 24 foot roadway and a 27 foot roadway for the bridge at Jefferson will be, we estimate $7,000. The total estimated cost of the structure (27 foot roadway) will be approximately $170,000.

C. B. McCullough
Bridge Engineer

CBM:AP

RECEIVED
FEB 23 1932
OFFICE OF
Assistant State Highway Engineer

2-

February 23, 1932.

Memorandum to Mr. Baldock:

Pursuant to our conversation, I would be glad if you would look over the concrete bridges between Salem and Jefferson as you go by tomorrow, and advise us as to what width you think they should be widened to.

C.B.McCullough

C. B. McCullough
Bridge Engineer

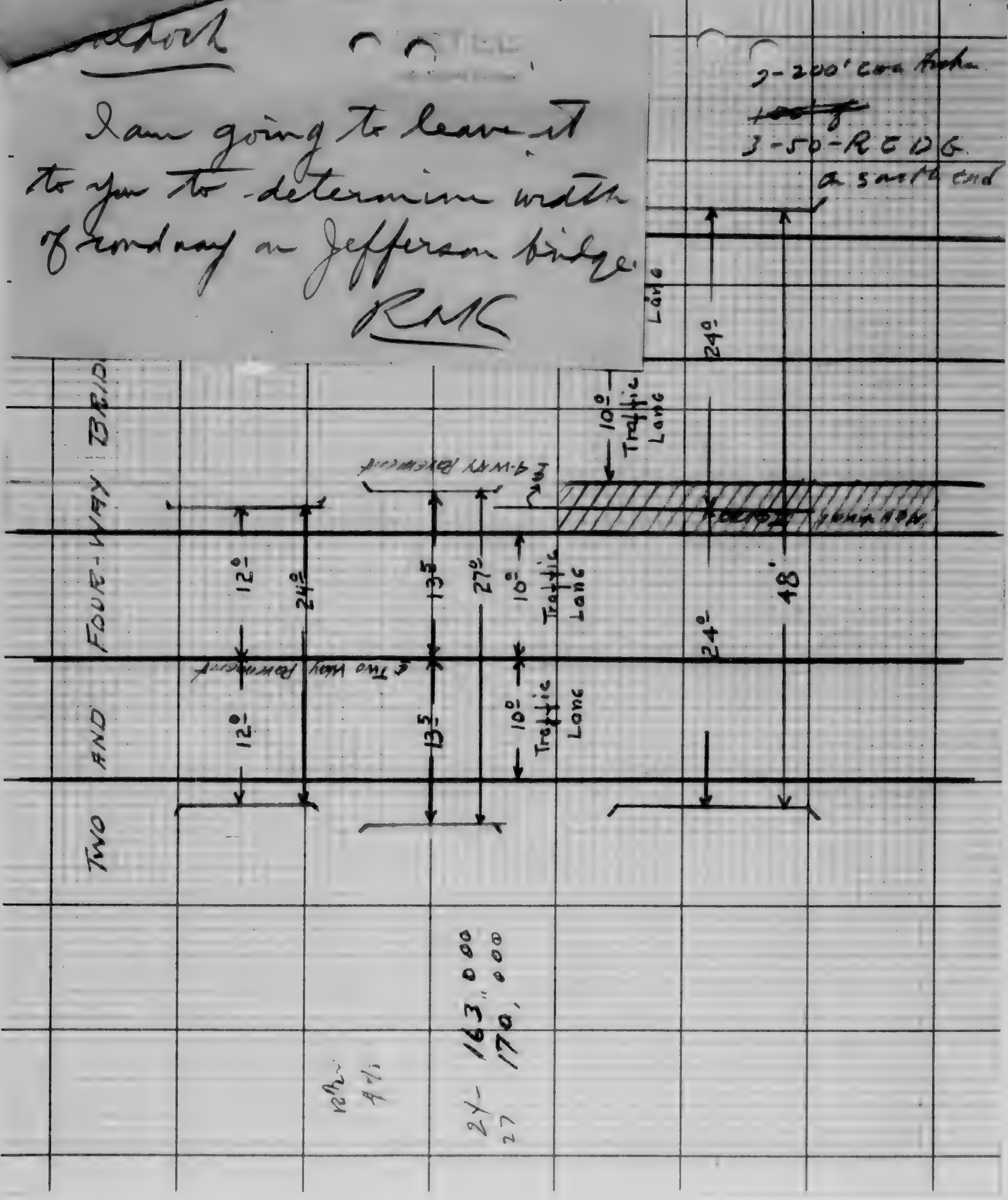
CBM:AP

RECEIVED
FEB 23 1932
OFFICE OF
Assistant State Highway Engineer

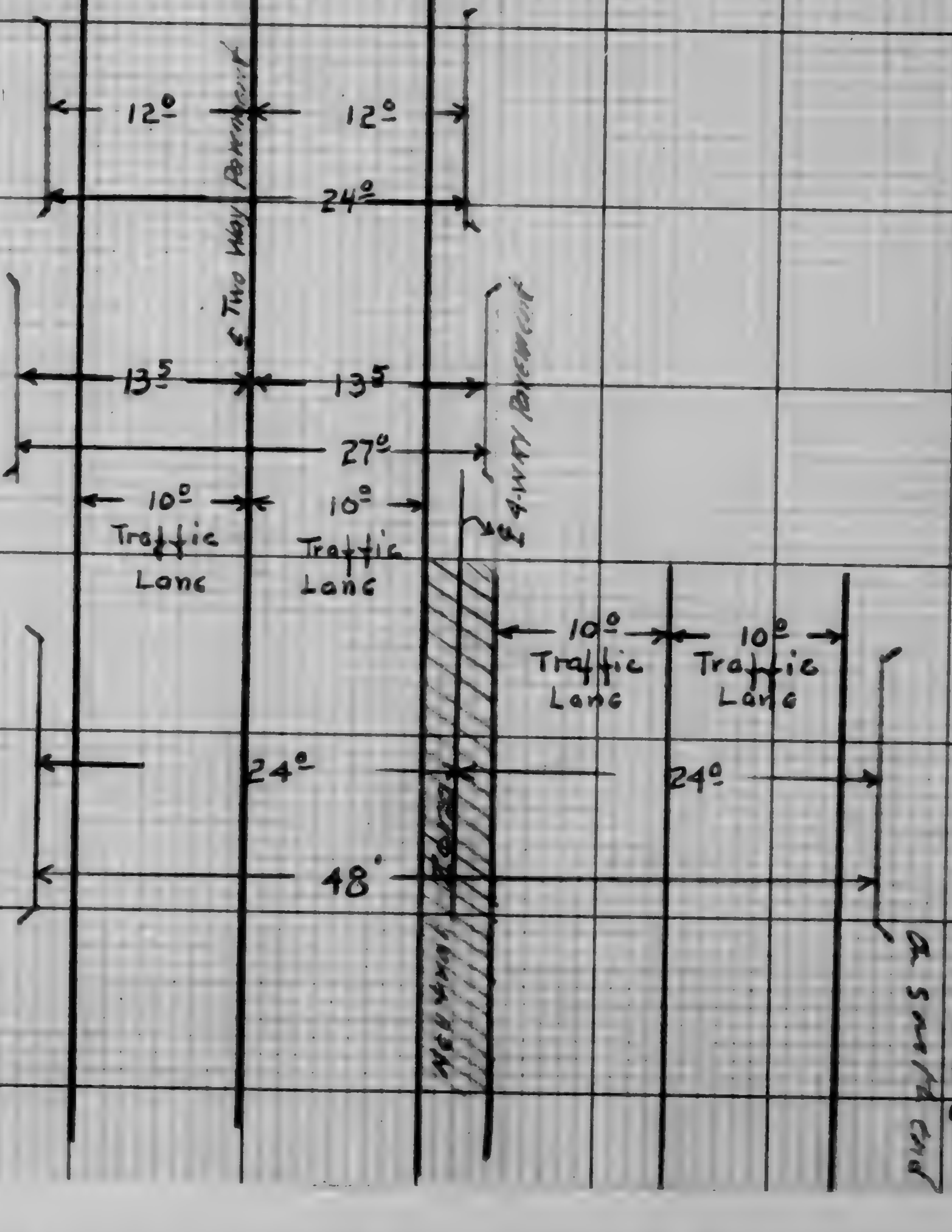
ddock

I am going to leave it to you to determine width of roadway on Jefferson bridge.

RMK



TWO AND FOUR-WAY BRIDGES



RR
4%

24- 163,000
27 170,000

3-200' Conc Trucks
~~100 g~~
3-50-RCDG
a smth end

CONTRACT# 1369,

SEE:

CONTRACT# 1169,

12

1369 Sal: Contract 1169

CONTRACT#1369, 1520,

PR 142-A Scottsburg-Paradise Creek, 1932
Surfacing
1369. 1520

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.__________

POST OFFICE BUILDING
PORTLAND, OREGON

February 15, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Project No. NRH 142-A, Scottsburg section of the Umpqua Highway, ________________, was made by a representative of this office on January 4, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By

L. J. Caufield
Highway Engineer

No. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

Feb. 1, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon USPW Highway Project No. NRH 142-B ____________, was made by a representative of this office on January 4, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. CAUFIELD
Highway Engineer

Hwy-9930

Form P. R. 2

U. S. Public Works

State Oregon

Project No. NRM 142, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 5th day of March, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 1st day of May, 1928 a project statement, which was approved by the Secretary on the 23rd day of May, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 9th day of October, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirty thousand, onehundred thirty-four and 50/100 dollars ($30,134.50) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from "National Recovery Highway Funds" appropriated by Act (Include amount, date, and citation of act of legislature by which authorized) approved June 16, 1933 (Public No. 67, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chapter 175, Laws of 1917 and Chapter 31, Laws of 1920.

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 285+40, the east end of Federal Aid Project 142-C, in the West 1/2 of Sec. 15, T. 22 S., R. 9 W., W.M., and survey station 601+50, in lot 3 of Sec. 4, T. 22 S., R. 8 W., W.M., (excepting therefrom the existing bridge across Weatherly Creek).

, length 5.957 miles, in Douglas County, being Section B of Oregon U. S. Public Works project No. NRH 142, consisting of 5.957 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, known locally as the Burchard Creek-Paradise Creek section of the 5518 Umpqua Highway, between official control points Drain and Scottsburg.

ROADS
9 1934
ORE

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of thirty thousand, one hundred thirty-four and 50/100 dollars ($30,134.50), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty thousand, six hundred eighty-six and 50/100 dollars ($30,686.50), the approved total estimated cost of Section B of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 30 day of March, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

By P. St. J. Wilson
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Public Works Project No [illegible] 148-B, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 30,686.50 as the total estimated cost of said project, and the sum of $30,134.50 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 30 day of March one thousand nine hundred and thirty-four

Secretary of Agriculture
~~[illegible]~~

By P. H. J. McIlvain
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931

#1520

November 8, 1934

142A

Hartford Accident & Indemnity Company,
Jewett, Barton, Leavy & Kern, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1520 for the construction of the Scottsburg-Red Bridge Section of the Umpqua Highway in Douglas County has been completed by the contractors, J. C. Compton and Saxton & Looney, and that final settlement will be made by the State with said contractors for work done under said contract on or after November 17, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $88,792.14 including the final payment. Of this amount $28.67 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

4. 15

Form 338—5M—2-34

ORE STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 27th., 1934, 193

142A

Section Scottsburg - Red Bridge	*Kind of work* Bituminous Macadam
Highway Umpqua	*Section prefix* 10 P B
Contractor J. C. Compton & Saxton & Looney	*Contract number* 1520
Date of contract Oct. 25th., 1933, 193	*Date of completion* Aug. 31st., 1934, 193
Date work started Nov. 8th., 1933, 193	*Estimated date of completion* Sept. 30th., 1934, 193
Amount of contract $ 106,032.50	*Per cent of time elapsed* 100% %

Estimated cost of completed project, exclusive of engineering $ 99,212.46

Per cent of contract completed, based on total contract price 100% %

Engineering costs to date, $ 5,250.00, 5.0% % *Date project was completed* Sept. 25th., 1934, 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Received semi-final estimate on this project back. Explained computation of haul on the gravel surfacing from the two pits and filler haul from the Binder Bar. Thes items were not properly explained when the estimate was sent in but believe the figures are correct.

Looked for section corners near the tunnel and got some information from the county, established the location of one corner. Compted bearings and lengths of the tangents from P. I. to P. I. near the tunnel.

Retraced located line north of Gardner and staked right of way part way across the property of E. W. McMindes Inc.

RECEIVED OCT 1934

Signed Glen E. Roberts

Address Elkton, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

#1520

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

#1520

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

142-A

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

Oct. 3, 1934.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. B. GLAISYER

Dear Sir:

Attached you will find application for an extension of time submitted by J. C. Compton, contractor on the Scottsburg-Red Bridge section, Umpqua Highway, contract 1520. Mr. Compton requests an extension of time to October 1, 1934. Consent of surety to this extension is also attached.

Please see our letter of October 1st, addressed to you, for the Division Engineer's recommendation.

Very truly yours,

E. A. Collier
Division Engineer

By C D Cannon
C. D. Cannon
Office Engineer

cc. R. H. Baldock
CDC:AWF

[illegible]

COMMISSIONERS:

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Oct. 1, 1934.

OCT 2 1934

IN REPLY PLEASE REFER TO FILE NO. 142 A

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. B. GLAISYER

Dear Sir:

J. C. Compton completed the Scottsburg-Red Bridge contract No. 1520 on September 25th.

Previously the Commission have granted him an extension from the specified completion date, August 31st, to Sept. 15th, 1934. The work of placing shoulder gravel and finishing shoulders and ditches took longer than anticipated when I wrote you September 10th.

The travelling public has not been inconvenienced because the oiled surface was completed on August 31st, and the engineering costs have been increased in a nominal amount only because our engineering force except one checker was employed on other work.

I recommend that when Mr. Compton submits an application with consent of surety, that the Commission grant an extension of time to Sept. 25th, 1934 without penalty.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AMF

FORM D-A-1 16576 1000 7-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

142A

OREGON STATE HIGHWAY COMMISSION
SALEM

Oct. 1, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

J. C. Compton
Contractor
McMinnville, Ore.

Dear Sir:

Your Scottsburg-Red Bridge contract 1520 was completed September 25th. The Highway Commission have previously granted an extension of time from August 31st, to Sept. 15th.

Please submit to the Highway Commission at your early convenience an application for extension of time to Sept. 25th, together with consent of your surety.

Very truly yours,

E. A. Collier
Division Engineer

cc. H. B. Glaisyer
E C:AWF

FORM 8-A-1 18874 7500 9-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BA
STATE HIGHWA
SALE

142

OREGON STATE HIGHWAY COMMISSION
SALEM

Sept. 10, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. B. GLAISYER

Dear Sir:

Attached hereto you will find request of J. C. Compton for an extension of time on his Scottsburg-Red Bridge contract 1520. The consent of his surety company for this extension is attached thereto.

The specified date of completion in the contract is August 31st, 1934. On that date the contractor finished placing all bituminous macadam including second seal. The work remaining to be done consists of dressing up the shoulders and adding crushed shoulder gravel.

The travelling public has not been inconvenienced on account of the contractor's failure to complete all finishing work on the date specified and the engineering costs have been increased in a nominal amount only.

I recommend that the contractor's request for an extension of time to September 15th, 1934, be granted without penalty.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

FORM 2-A-1 18743 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

142A

August 10, 1934

IN REPLY PLEASE REFER TO FILE NO.

U. S. Bureau of Public Roads,
Portland, Ore.

Attention - W. H. Lynch,
District Engineer.

Gentlemen:

Regarding deficiency in base rock on the Drain-Scottsburg oiling project, I beg to advise that Mr. Collier has notified us that arrangements have been made with the contractor to screen the shoulder rock as suggested in your letter, in order to obtain enough material to finish the contract.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

NOTED
State Highway Engineer

#152

142a

July 17, 1934

Mr. C. H. Bennett, Manager
Reedsport Machine & Boiler Works
Reedsport, Oregon

Dear Sir:

Your letter of July 14 addressed to the Public Service Commission, regarding your claim against Saxton & Looney and J. C. Compton, has been referred to this office inasmuch as it concerns state highway construction work.

The contract involved is State Highway Contract No. 1520 which was awarded to Saxton & Looney and J. C. Compton for bituminous macadam construction on the Scottsburg-Red Bridge Section of the Umpqua Highway in Douglas County. The bond furnished by connection with the contract was written by the Hartford Accident & Indemnity Co., for whom Jewett, Barton, Leavy & Kern are the local agents with offices in the Lewis Building, Portland.

Would suggest that you file notice of your claim with the Secretary of State in conformance with Chapter 280, Oregon Laws of 1931, a copy of which is enclosed for your information. Would suggest, also, that you communicate with the surety company regarding this claim.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

TELEPHONE 441 A. A. BENNETT, SECRETARY

REEDSPORT MACHINE & BOILER WORKS
SAWMILL AND LOGGING EQUIPMENT REPAIRS, MARINE WORK
WELDING AND BOILER WORK
IN CONNECTION WITH
DALLAS MACHINE & LOCOMOTIVE WORKS
DALLAS, OREGON

REEDSPORT, OREGON

RECEIVED
JUL 16 1934
CHARLES M. THOMAS
Public Utilities Commissioner of Ore.
FILE NO.

July 14, 1934.

RECEIVED
JUL 17 1934
STATE HIGHWAY COMMISSION

Public Service Commission
Salem Oregon
Gentlemen:-

The contractors Saxton & Looney and J. C Compton graveling and oiling the Umpqua Highway between Scottsburg and Elkton have a unpaid bill with us and would you kindly advise us who ~~there~~ their bondsmen are and the address of same. a any information you can give that will help us to collect from them.

Thanking you in advance for any information you can give.

Yours Very truly
C. H. Bennett

Respectfully referred to the State Highway Commission.

Public Utilities Commission.

142-C

July 16, 1934

Mrs. F. J. Kernan,
Yaloma, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of July 14th concerning certain claims against your contract for the Paradise Creek-[illegible] Bridge Section in Douglas County.

It is noted that you state all claims listed have been paid except the Philip Montague claim which you state would not be paid. In the last paragraph of your letter no mention is made of the Smith Freight Line claim in the sum of $55.36. Will you kindly advise if this claim has been disposed of.

Very truly yours,

Secretary.

Dict. by J. McFarland.

July 14 1934

G.

The contractor made no mention of the claim of Smith Freight Line $33.36 having been paid.

J. McP.

Write him and ask what he did about it.

TOR
ARGING

July 14, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Surfacing Paradise Creek-
Red Bridge Section of the
Umpqua Highway in Douglas Co.

On June 27, 1934 we received a letter from the United States Fidelity and Guaranty Company advising that the following claims had been filed against us on this contract:

Ted McKy--------	$26.25
H.L. Bossen----	2.50
Smith Frt.-----	33.36
Cook Serv.-----	26.53
P. Montague----	10.00

These claims have been paid as follows: Ted McKy for 105 cubic yards of gravel @ 25¢ amounting to $26.25 was paid on September 9, 1933 check #3701; H. L. Bossen $2.50 for tire repair was paid on September 27, 1933, check #5660; Cook's Service Station $26.53 was paid on October 10, 1933 check # 5715; the claim of Phillip Montague, $10.00 was never paid and never will be. We have taken it up with your labor commissioners two or three times here in Portland, and the man does not have the $10.00 coming. It seems he is just trying to get something for nothing, because he absolutely does not have the time coming that he claims. We have checked it with the timekeeper on the job, the superintendent and the men he was working with.

Yours very truly

F. J. Kernan

F. J. Kernan
AL

FJK:AL

WALNUT 2338

F. J. KERNAN
GENERAL CONTRACTOR
ROAD BUILDING--DREDGING--BARGING
FALOMA, OREGON

July 14, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Surfacing Paradise Creek-
Red Bridge Section of the
Umpqua Highway in Douglas Co.

On June 27, 1934 we received a letter from the United States Fidelity and Guaranty Company advising that the following claims had been filed against us on this contract:

Ted Mcky--------	$26.25
H.L. Bossen----	2.50
Smith Mrt.-----	33.36
Cook Serv.-----	23.33
P. Montague----	10.00

These claims have been paid as follows:

Ted Mcky for 105 cubic yards of gravel @ 25¢ amounting to $26.25 was paid on September 9, 1933 check #3701; H. L. Bossen $2.50 for tire repair was paid on September 27, 1933, check #5660; Cook's Service Station $23.33 was paid on October 10, 1933 check # 5715; the claim of Phillip Montague, $10.00 was never paid and never will be. We have taken it up with your labor commissioners two or three times here in Portland, and the man does not have the $10.00 coming. It seems he is just trying to get something for nothing, because he absolutely does not have the time coming that he claims. We have checked it with the timekeeper on the job, the superintendent and the men he was working with.

Yours very truly

F. J. Kernan

F. J. Kernan
AL

FJK:AL

FORM 2-A-1 19763 10M 2-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

July 10, 1934.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Compton got started at the east end of the Scottsburg-Red Bridge oiling Monday afternoon. He is using a power broom to sweep the road and has a team following the broom up and down the road for appearance sake. Please advise if this is a satisfactory arrangement. I understand this same procedure is being used on the Bureau job between Port Orford and Euchre Creek and at Glenada.

We are doing some patching with oil. The gravel placed this Spring tends to scab off from the gravel previously placed.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No. Ore. USPW NRH 142-A,C,D,E,F,& G

POST OFFICE BUILDING
PORTLAND, OREG.

April 12, 1934

RECEIVED
APR 13 1934
OREGON
STATE HIGHWAY [illegible]

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

442-A

Agr.-6027

Form P. R. 2

State OREGON

U.S.Public Works Project No. NRH 142-A

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 5th day of March, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 1st day of May, 1933, a project statement, which was approved by the Secretary on the 23rd day of May, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 9th day of October, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of three thousand, two hundred twenty one and 45/100 dollars ($3,221.45) as the share of the United States payable under said act on account of Section A of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under the provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications: Bridge across the Umpqua River and approaches thereto,

Between survey station 11+83.7 and survey station 45+00, all in section 15, T 22 S, R 9 W., W. M.

, length 0.625 miles, in Douglas County, being Section A of Oregon U.S.Public Works project No. NRM 142, consisting of 0.525 miles of roadway and 1 bridges, ~~each~~ of more than 20 feet clear span, 0.100 of a mile in length. known locally as the Umpqua Highway between official control points Drain and Reedsport.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of Three thousand, two hundred twenty one and 45/100 dollars ($3,221.45), certified to the Secretary of the Treasury as above mentioned, which [redacted]

[redacted], the approved total estimated cost of Section A of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

[redacted].

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 61, Laws of 1927 and Chap. 246 Laws of 1931

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 30 day of March, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Secretary of Agriculture
~~Secretary of Agriculture.~~

U S GOVERNMENT PRINTING OFFICE: 1931 8—5518

By [illegible] Wilson
Acting **Chief, Bureau of Public Roads**

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as **U.S.Public Works** Project N[illegible] 142-A State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of **$3,221.45** as the total estimated cost of said project, and the sum of **$3,221.45** as the share of the United States, payable under said acts on account of such project, which ~~[illegible]~~ **is** ~~pro rata share o~~f said total estimated cost.

Done at the city of Washington, this 30 day of March one thousand nine hundred and thirty-four

Secretary of Agriculture
~~[illegible]~~.

OMS by
Acting Chief, Bureau of Public Roads

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

FORM 5-A-1 13748 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

April 10, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

J. C. Compton
Contractor
McMinnville, Ore.

Dear Sir:

Please advise me from what company you plan to purchase your asphalt this year for the Scottsburg-Red Bridge bituminous macadam so that we may arrange for testing the material at shipping point. Also if you can give me at this time the approximate date when you expect to start bituminous macadam work on this road it will help in arranging the engineering organization.

Glenn Roberts at Elkton is to be Resident Engineer as you know.

Very truly yours,

E. A. Collier
Division Engineer

cc. S.H. Probert
EAC:AWF

FORM 8-A-1 12966 5M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

14-a

March 20, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

Attached you will find a copy of a contract between J. C. Compton - Saxton & Looney and M. L. O'Neil and Robert O'Neil in which the O'Neils agree to do the street work and sprinkling on the Scottsburg-Red Bridge Section, Umpqua Highway, contract #1520.

We have the original for our files.

Very truly yours,

E. A. Collier
Division Engineer

By

C. D. Cannon
Office Engineer

cc. R. H. Baldock
CDC:AW

FORM S-A-1 7000 50 2-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

142-a

March
17th
1934

IN REPLY PLEASE REFER TO FILE NO.
721.5

Mr. E. A. Collier
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

This will acknowledge receipt of your letter of March 8 relative to supplying approximately 1000 additional yards of 1½"-0" gravel under the Saxton-Looney contract for use on the first four miles west of Scottsburg.

Please be advised that in accordance with our telephone conversation of some time ago and your conversation with Mr. Baldock, additional materials will not be purchased.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By J. N. Bishop
J. N. Bishop
Maintenance Engineer

JNB/er

cc R. H.

FORM 5 A-1 11956-10M-10-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

142-a

March 12, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

We are advised by the Bureau of Public Roads that they have forwarded blue prints of the sections of the Scottsburg-Reedsport Highway constructed by themselves to B. A. Martin, Reedsport. These sections include a strip between Granby Bar and Mill Creek, approximately 3.7 miles in length, and the section immediately adjacent to the town of Reedsport, approximately 1.4 miles in length. The intermediate sections were constructed by Douglas County with other funds.

If you have not already done so, you may be able to procure maps of these sections from the County records. This for your information.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

Dictated by
Chas. E. Low
H.

By

CC to
R.H. Baldock ✓

H. G. Smith,
Construction Engineer.

FORM 9 A-1 12000 9M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

142-a

Feb. 28,1934

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: S. H. PROBERT

Dear Sir:

Resident Engineer Roberts has asked for the insurance experience rating for the firm of J.C. Compton and Saxton and Looney, contractors on the Scottsburg-Red Bridge Section, Umpqua Highway.

Our experience rating sheet shows a 40% reduction for Saxton and Looney but J.C. Compton is not listed. Will you please advise Mr. Roberts regarding the above and send a copy of your letter to us.

Very truly yours,

E. A. Collier
Division Engineer

By
C. D. Cannon
Office Engineer

cc. R.H. Baldock
cc. G.E. Roberts
CDC:AW

######
Elkton

January 18th., 1934

RECEIVED
JAN 19 1934
OREGON
STATE HIGHWAY COMMISSION

Mr. W. E. Lynch, District Engineer
U. S. Bureau of Public Roads,
Portland, Oregon.

Dear Sir:

J. C. Compton & Saxton & Looney began work today, Jan. 18th., on National Recovery Highway Project No. 142-A, contract 1520.

Very truly yours,

Glenn E. Roberts,

Glenn E. Roberts
Resident Engineer

Cc S. H. Probert
E. A. Collier

#1580

142-a

January 16, 1934

Union Oil Company of California,
Yeon Building,
Portland, Oregon.

Attention: Credit Dept.

Gentlemen:

Reference is made to your letter of January 15th concerning the J. C. Compton and Saxton & Looney contract.

Please be advised that the above firm have contract No. 1580 which is known as the Scottsburg-Red Bridge Section of the Umpqua Highway in Douglas County. The bond furnished in connection with this contract was written by the Hartford Accident & Indemnity Company for whom Jewett, Barton & Leavy, John Kern Company who have offices in the Lewis Building, Portland, are resident agents. The amount of the bond is $106,032.50. The completion date of the contract is August 31, 1934.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1520

8-33 30M

NRA
WE DO OUR PART

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

LH-2539
C-31-B
ATWATER 9521

6TH FLOOR YEON BUILDING
Portland, Oregon

January 15, 1934

RECEIVED
[illegible] 16 1934
OREGON
[illegible] COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: J. C. Compton & Saxton & Looney

It is our understanding that J. C. Compton and Saxton & Looney have been awarded a contract in the vicinity of Drain, Oregon.

We will appreciate your supplying us with a complete description of this job, the name of the bonding company, its Agent and his address, the amount of the bond and the approximate date of completion.

For your convenience we enclose herewith a stamped, self-addressed envelope.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

District Credit Supervisor

LH:B
Encl

FORM S-2-C 17824 10M 10-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

MH 142-A

OREGON STATE HIGHWAY COMMISSION

SALEM

January 10, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

NOTED
State Highway Engineer

Dear Sir:

J. C. Compton has requested that the allowance for material on the Scottsburg job in stock piles be placed at 95¢ instead of 85¢ as you have done on the estimate. This is merely to facilitate bookkeeping with Saxton & Looney.

It was my understanding that you had given consent to this to Saxton & Looney and as the matter is largely an estimate I see no objections to doing so if you consider it advisable.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

142-a

November 20, 1933

J. C. Compton & Saxton & Looney
McMinnville
Oregon

Gentlemen:

We are sending you by express an executed copy of the contract that was awarded to you for the construction of the Scottsburg-Red Bridge Section of the Umpqua Highway in Douglas County.

This copy is for your records and files.

Very truly yours

Secretary

AJ

November 9, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Scottsburg Section.

Project No. NRH-148-A.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-142-A

SCOTTSBURG SECTION OF THE UMPQUA HIGHWAY

IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 7, 19[illegible]

Roadwork (Sta. 17+10 to 45+00)

250	cu. yds.	Crushed Gravel Surfacing & Shoulders	$ 1.15	$ 287.50
250	yd. mi.	Hauling Surfacing & Shoulder Materials	0.13	32.50
35	cu. yd.	Filler	0.45	15.75
100	yd. mi.	Hauling Filler	0.18	18.00
25	M-Gals.	Sprinkling	1.50	37.50
500	cu. yds.	Crushing & Placing Mineral Aggregate	2.00	1,000.00
250	yd. mi.	Hauling Mineral Aggregate	0.16	40.00
5	tons	Emulsified or Cut-back Asphalt in Seal Coat	26.00	130.00
37	tons	No. 3 Oil in Place	24.00	888.00
			Sub-total	$ 2,449.25
			10% Engr. & Cont.	244.92
			Total	$ 2,694.17

Scottsburg Bridge Approach (Sta. 11+83.7 to 17+10)

50	cu. yds.	Crushed Gravel Surfacing & Shoulders	$ 1.15	$ 57.50
50	yd. mi.	Hauling Surfacing & Shoulder Materials	0.13	6.50
5	cu. yd.	Filler	0.45	2.25
20	yd. mi.	Hauling Filler	0.18	3.60
5	M-Gals	Sprinkling	1.50	7.50
100	cu. yds.	Crushing & Placing Mineral Aggregate	2.00	200.00
50	yd. mi.	Hauling Mineral Aggregate	0.16	8.00
1	ton	Emulsified or Cut-back Asphalt in Seal Coat	26.00	26.00
7	tons	No. 3 Oil in Place	24.00	168.00
			Sub-total	$ 479.35
			10% Engr. & Cont.	47.94
			Total	$ 527.29

Length of Roadwork	0.528 mile
" " Br. Appr.	0.100 "
Total length	0.628 "
Cost per mile, Roadwork	$ 5,102.59

National Recovery Highway Funds Requested:

Roadwork	$ 2,694.17
Bridge Appr.	[illegible]
	$ 3,[illegible].45

State Funds for Construction: Chap. 175, laws 1917; Chap. 81, laws 1929
State Funds for Maintenance: Chap. 41, laws 1927

NPH 142-a

November 2, 1935.

J. C. Compton & Saxton & Looney
McMinnville, Oregon

Gentlemen:

This letter is to inform you that we have today received information from the State Industrial Accident Commission to the effect that they have an account with J. C. Compton, as an individual and Saxton & Looney Company, partnership, but they have no account with you jointly.

It is one of the requirements of the State Highway Commission that successful bidders on State Highway construction work accept the provisions of the Oregon Workmen's Compensation Act and carry on their work in strict conformance therewith. Will you kindly furnish the State Industrial Accident Commission with the information required to enable them to open an account covering your operations in connection with State Highway contract No. 1520 which was recently awarded you for construction work on the Scottsburg-Red Bridge Section of the Umpqua Highway in Douglas County.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

October 26, 1933

Mr. G. E. Roberts
Highway Resident Engineer
Elkton, Oregon

Dear Sir:

On the day that work is started on the J. C. Compton & Saxton & Looney contract for bituminous macadam construction on the Scottsburg-Red Bridge Section of the Umpqua Highway, you will please wire W. H. Lynch, District Engineer, U. S. Bureau of Public Roads at Portland, advising him of the commencement of the work. In your wire, the project should be referred to as Contract No. 1520, National Recovery Highway Project 142-A (or whichever one of the N. R. H. projects on which work is started first.) The stations indicating the limits of the N. R. H. projects are shown on the sketch map accompanying the copy of contract which will be sent to you under separate cover.

When work is started on each of the remaining N. R. H. projects of the contract, you will please notify Mr. Lynch by letter.

Work on the project will be considered to have started on the day that camp erection, or any other work of a manual nature, is commenced at the site of the project. The date of commencement of work, as later shown on the monthly and final estimates, must be the same as that used in your notice to Mr. Lynch.

A confirmation copy of your wire to Mr. Lynch, as well as copies of your letters to Mr. Lynch, should be mailed to the Salem Office.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER
cc E. A. Collier

142-a

October 27, 1933

J. C. Compton and Saxton & Looney
McMinnville, Oregon

Gentlemen:

For use in connection with the Scottsburg-Red Bridge Bituminous Macadam Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, City Hall, Medford, Oregon.

A supply of the forms on which to make the application is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:GS

Encl.

cc Mr. E. A. Collier

Mr. G. E. Roberts

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._______

POST OFFICE BUILDING
PORTLAND, OREG.

October 25, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon projects NRH 142-A, C, D, E, F and G, the Scottsburg-Red Bridge section of the Umpqua Highway, to J. C. Compton and Saxton & Looney, McMinnville, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By
L. J. Caufield
Highway Engineer

October 2, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany bituminous macadam specifications for the Scottsburg Bridge Section, Project No. NRH-142-A.

Five blueprint copies of the typical cross-section and summary sheet are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-142-A

SCOTTSBURG SECTION OF THE UMPQUA HIGHWAY

IN DOUGLAS COUNTY

(Estimate to accompany bituminous macadam specifications. Not as basis for project agreement.)

Salem, Oregon, October 2, 1933.

Roadwork (Sta. 11+83.7 to 45+00)

300	cu. yds.	Crushed Gravel Surf. & Shoulders	$ 1.20	$ 360.00
300	yd. mi.	Hauling Surf. & Shoulder Material	0.15	45.00
40	cu. yd.	Filler	0.30	12.00
120	yd. mi.	Hauling Filler	0.15	18.00
30	M-Gal.	Sprinkling	2.00	60.00
600	cu. yds.	Crushing & Placing Mineral Aggregate	2.15	1,290.00
300	yd. mi.	Hauling Mineral Aggregate	0.20	60.00
6	tons	Emulsified or Cut-back Asphalt in Seal Coat	28.50	171.00
44	"	No. 3 Oil in Place	26.50	1,166.00
32	"	Tar in Place	24.70	(Alternate)
		Sub-total		$ 3,182.00
		10% Engr. & Cont.		318.20
		Total		$ 3,500.20

Length of Roadwork 0.628 miles
Cost per mile $ 5,573.56

National Recovery Highway Funds Requested $ 3,500.20

142-a

SPECIAL PROVISIONS Sept. 18th, 1933

SCOTTSBURG - RED BRIDGE Bituminous Macadam Surfacing

ENGINEERS ESTIMATE

#49

Crushed gravel surfacing and shoulders	11,000 cu. yd.	@ $1.20 1.00	$13,200.	
Hauling surfacing and shoulders	35,000 35,500 yd. mi.	@ .18	6,390.	6300.
Filler	1500 yd. mi.	@ .30	450.	
Filler haul	4500 yd. mi.	@ .18	810.	
Sprinkling	1000 M.G.	@ 2.00	2,000.	
3/4" - ½" Crushed gravel in stockpile	500 cy. yd.	@ .90	450.	
½" - ¼" " "	500 cy. yd.	@ .90	450.	
Hauling crushed gravel to stockpile	750 yd. mile	@ .18	135.	
Mineral aggregate in Bituminous Macadam from Scottsburg & Burchard)	11,700 8700 cu. yd.	@ 2.75	~~23,925.~~	~~32,175.~~
Placing mineral aggregate from Bunch and Elkton (including haul)	8400 8700 cu. yd.	@ ~~[illegible]~~ 1.20	~~10,000.~~	13020
Haley mined 485				
No. 3 Road Oil in place	1530 1300 tons	@ ~~26.00~~ 27.25	33,800.	39,780
Cutback in place	220 tons	@ ~~26.00~~ 27.25	5,720.	
		114,490	$105,930.	

Plus 4% for contingencies	4,240.
6% for engineering	6,350.
1000 yd. rejects @ $0.25	250.
	$116,770.

100,000

450
221

October 2, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany bituminous macadam specifications for the Burchard Creek-Paradise Creek Section, Project No. NRH-142-E.

Five blueprint copies of the typical cross-section and summary sheet are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/OS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-142-B

BURCHARD CREEK-PARADISE CREEK SECTION
OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany bituminous macadam specifications. Not as basis for project agreement.)

Salem, Oregon, October 2, 1933.

1,600	cu. yds.	Crushed Gravel Surfacing & Shoulders	$ 1.20	$ 1,920.00
12,400	yd. mi.	Hauling Surfacing & Shoulder Material	0.15	1,860.00
200	cu. yds.	Filler	0.30	60.00
600	yd. mi.	Hauling Filler	0.15	90.00
260	M-Gal.	Sprinkling	2.00	520.00
650	cu. yds.	Placing Mineral Aggregate	1.30	845.00
19,750	yd. mi.	Hauling Mineral Aggregate	0.20	3,950.00
4,400	cu. yds.	Crushing & Placing Mineral Aggregate	2.15	9,460.00
55	tons	Emulsified or Cut-back Asphalt in		
		Seal Coat	28.50	1,567.50
380	"	No. 3 Oil in Place	26.50	10,070.00
454	"	Tar in Place		
			24.70	(Alternate)
		Sub-total		$ 30,342.50
		10% Engr. & Cont.		3,034.25
		Total		$ 33,376.75

Length of Roadwork 5.957 miles
Cost per mile $ 5,602.94

National Recovery Highway Funds Requested $ 33,376.75

NON-PARTICIPATING ITEMS

Aggregate Furnished Under State Contract No. 1412:

380	cu. yds.	1½" - 3/4" Cr. Gravel in Stockpile	$ 0.90	$ 342.00
80	" "	3/4" - ½" " " " "	1.00	80.00
130	" "	½" - ¼" " " " "	1.00	130.00
				$ 552.00

FORM 5-A-1 6700 7500 12-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

142-C

Feb. 2, 1933

IN REPLY PLEASE REFER TO FILE No.

RECEIVED
FEB - 1933
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Hwy. Engr.
Salem, Oregon.

ATTENTION: S. H. PROBERT

Dear Sir:

Under separate cover by express I am sending you today the Final Records for contract No. 1369 for gravel surfacing on the Scottsburg-Paradise Creek Section of the Umpqua Highway. This contract was finished Jan. 24th, 1933 by the Portland Sand and Gravel Company. The final records consist of the following:

4 copies of the Final Estimate
2 copies of the Quantity Summary Sheet
Profile
1 hard copy map, scale 100
46 Material Receipt Books
1 Mass Diagram
1 Filler Chart
1 Gravel Book Summary
1 Book Earth Computation Sheets
1 platted sections of excavations, stock piles and etc.
1 Book Field Notes with index.

The hard copy map extends from station 278 at Burchard Creek, five miles east of Scottsburg to station 620 near Paradise Creek. Last year the hard copy map from Scottsburg to station 286 was sent to the Salem office. You will note there is a slight revision from station 278 to 286. Please make this change on the map sent you last year so that the two maps will agree.

You will note there has been a considerable over-run on this job. The largest item is for over-sized gravel in stock pile. The estimated quantity of 5,000 yards was based on two or three screen tests which showed approximately 25% of the gravel to be over-size. These tests did not correctly represent the material in the bars, with the result that we have about 14,000 yards of over-size in stock pile instead of 5,000. This over-size gravel, however, will make first class material for bituminous macadam and we will need approximately the full amount stock piled. Near mile 1 it was necessary to use excavation to build up the shoulders because the grade had large rocks in it, which prevented the cutting of a trench for the gravel. This increase in yardage caused an increase in over-haul and truck-haul also. It was hoped that the use of 5% filler would set up the gravel, but it became necessary to use approximately 14% to set up the screened gravel. The contractor over ran specified date of completion by two and a half months which caused an increase in Engineering Costs.

Please mail me a print of the construction profile.

NOTED
State Highway Engineer

Very truly yours,
E A Collier

E. A. Collier
Division Engr.

CC: R.H. Baldock
CC: H.G. Smith
Cc. G. E. Roberts.

Form 29—3165—5M—3-32.

142 Ce

OR[illegible] STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date January 21st. 1933, 193

Job name Scottsburg - Paradise Creek

Week from Jan. 15th. to 21st.

Mail address Elkton, Oregon.

Highway Umpqua

Telegraph or telephone address Elkton, Oregon. Phone 155

County Douglas Job prefix 10 P W

Express and freight address Elkton, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor bladed road the entire lenth of the job this week getting as uniform a surface as he can with the material available.

Tried blading some of the shoulders but they were so soft it realy made them worse. Have moved all machinery from the job except one truck and one blade.

Party measured stockpile at Scottsburg and are working on final estimate should have it completed by the end of next week.

RECEIVED
JAN 23 1933
CONSTRUCTION

Resident employes 4 one eight hour shift

Non-resident employes None

RECEIVED
JAN 23 1933
OREGON
STATE HIGHWAY COMMISSION

H.D.P.
NOTED

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday	Snow	Showers
Monday	Bright	Bright
Tuesday	Cloudy	Cloudy
Wednesday	Snow	Rain
Thursday	Showers	Showers
Friday	Showers	Showers
Saturday	Showers	Showers

Signed Glenn E. Roberts

Title Res. Engr.

R 147 E

GRADING CONSTRUCTION

Total miles of grading in project

Miles completed

Miles completed except finishing

Total cubic yards in project

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be measured

Number men in Engineering Party

Contractor's average force for week .... men,

.... teams, ... steam shovels

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 11.02

Miles completed 11.02

Miles partially done None

Total cubic yards in project 22,000

Cubic yards produced to date 22,116

Average daily yardage produced this week xxxxxx

Average daily yardage necessary to complete on time xxxxxxx

Contractor's average force for week 4 men,

xxxxxxxx teams, 1 trucks

Project will be completed about Jan. 20th.

Number of men in Engineering Party 4

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 10 P W Percentage 34
2. 10 P X Percentage 20
3. 10 P Y Percentage 9
4. 10 V A Percentage 37

OR 142 E

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

January 17, 1933

RECEIVED
JAN 18 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The intermediate voucher for Oregon F.A.P. 142-E submitted in the amount of $2,759.49 brings the total Federal Aid Funds claimed to within $1,000 of the amount mentioned in the project agreement.

As mentioned in our letter of February 14, 1931, the total amounts claimed by intermediate vouchers should never come within $1,000 of the total Federal Aid available. This voucher has accordingly been recommended for payment in the reduced amount of $2,255.56.

Very truly yours,

W. H. LYNCH
District Engineer

By J A Elliott
J. A. Elliott
Sr. Highway Engineer

2759.49
2255.56

503.93

J-3 Cr. 2759.49
J 4 Dr 2,255.56

#1369

ok 142

December 13, 1932

Mr. R. A. Collier,
Division Engineer,
Roseburg, Oregon.

Dear Sir:

Reference is made to your letter of October 31st in which you make certain recommendations concerning the granting an extension of time to the Portland Sand & Gravel Company on their contract No. 1369 - Paradise Creek-Scottsburg Section of the Umpqua Highway in Douglas County.

The original completion date of the above contract was October 31st and on October 26th the contractors submitted an application for an extension of time of 30days. They were advised that it would be necessary to secure the consent of their surety on the bond before the application could acted on and consent was not received until December 2nd. The surety consented to the time limit being extended to December 31, 1932 and on December 7th we received a new application from the above firm requesting that the time limit be extended to December 31st.

The application which was submitted on October 26th has never been acted on so we are returning your letter of recommendation and request a new letter of recommendation for the extension to December 31st, 1932 instead of the 30 day extension.

For your information we are enclosing a copy of their letter requesting an extension to December 31st,

Very truly yours,

STATE HIGHWAY COMMIS

By

---

s,

rds,

surfacing job.

is not progressing as rapidly as we would desire, and that the contractor should do whatever is necessary to increase considerably his output.

Very truly yours,

Secretary

HBG:AJ

November 23, 1932

Maryland Casualty Company
208 Sansome St.
San Francisco, Calif.

Attention of Mr. W. G. Kelso, Manager of Bonding Dept.

Gentlemen:

Reply is made to your letter of the 19th inst., in which you request certain information concerning the contract awarded by the Oregon State Highway Commission to the Portland Sand & Gravel Company for the surfacing of the Scottsburg-Paradise Creek Section of the Umpqua Highway, Contract No. 1369.

Our records show that this contract was approximately 72% complete on November 15, 1932; also that the job will not be done until about the last of December. The extension of time, therefore, should run to December 31, otherwise there is a possibility that a further extension will be required later.

The specified date of completion in this contract is October 31. When a contractor overruns the completion date, payments to him are held up in this office pending the granting of the extension of time by the State Highway Commission. Such extension is not granted until the contractor has obtained the written consent of the surety to the extension.

An inspection of the records on this job reveals that the daily yardage of materials which the contractor is placing on the road averages about 160 yards, and has never for a single day exceeded 200 yards, which is quite small for a screen-gravel surfacing job. This would indicate that the work is not progressing as rapidly as we would desire, and that the contractor should do whatever is necessary to increase considerably his output.

Very truly yours,

Secretary

HBG:AJ

#1369

Nov. 9, 1932

Portland Sand & Gravel Co.
Route 1, Box 185
Portland, Oregon

Attention: Mr. O. G. McIntyre

Gentlemen:

Please refer to our letter of October 28th concerning an extension of time on your contract No. 1369, Paradise Creek-Scottsburg Section of the Umpqua Highway.

We requested that you furnish us with the written consent of your surety on the bond to accompany this application for extension of time. To date, however, we have not received this and ask, therefore, that you please secure this consent from the surety and forward it to this office at your early convenience.

Yours very truly
STATE HIGHWAY COMMISSION

JM:MC

Secretary

#1369

Oct. 28, 1932

Portland Sand & Gravel Co.
Route 1, Box 185
Portland, Oregon

Attention: Mr. O. G. McIntyre

Gentlemen:

Referring to your letter of the 26th instant requesting an extension of time of 30 days in which to complete your contract #1369 for the construction of the Paradise Creek-Scottsburg Section of the Umpqua Highway.

Kindly furnish us with a written consent of the Surety on the bond furnished by you in connection with this contract agreeing to this extension without prejudice to the bond.

Upon receipt of statement requested the matter of extension of time on your contract will be presented to the State Highway Commission for consideration.

Yours very truly
STATE HIGHWAY COMMISSION

HBG:MC

Secretary

Oct. 29, 1932.

Mr. E. A. Collier
Division Engineer
Roseburg, Oregon

Dear Sir:

Attached is a copy of a request which we received from the Portland Sand & Gravel Company for an extension of time of 30 days in which to complete their contract for the surfacing of the Paradise Creek-Scottsburg Section of the Umpqua Highway in Douglas County, contract #1369. The completion date of this contract was October 31, 1932. [illegible]

Kindly advise us your recommendation in reply to this request, giving reasons that necessitate an overrun of time limit. Also, advise us whether or not the State has been put to any extra expense or inconvenience by the failure of the Contractor to complete the work within the specified time limit.

Yours very truly
STATE HIGHWAY COMMISSION

HBG:MC
incl.

Secretary

Route 1 - Box 185
Portland, Oregon
October 26, 1932

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

RE: Paradise-Scottsburg Section of
Umpqua Highway - Contract #1369

On account of delays over which we had no control in performing work on the above contract, we hereby request that you grant us an extension of thirty days time in which to complete this contract.

Yours very truly,

PORTLAND SAND & GRAVEL CO.

By O. G. McIntyre

RECEIVED
OCT 28 1932
OREGON
STATE HIGHWAY COMMISSION

#1369
Douglas Co

INCORPORATED 1898

MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT

HOME OFFICE - BALTIMORE

CABLE ADDRESS "MARCASCO"
PLEASE ADDRESS REPLY TO WRITER AND QUOTE CAPTION

DAVID C. SEAGER
ASSISTANT MANAGER

SAN FRANCISCO OFFICE
SAM L. WEBSTER
RESIDENT MANAGER
INSURANCE CENTER BUILDING
TELEPHONE EXBROOK 4191

W. G. KELSO
MANAGER BONDING DEPT.

November 19, 1932

RECEIVED
NOV 21 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Attention: Mr. H. B. Glaisyer,
Secretary

Your letter of October 28 addressed to the Portland Sand & Gravel Company in connection with their request for an extension of thirty days in which to complete contract No.1369 for the construction of the Paradise Creek-Scottsburg Section of the Umpqua Highway has been referred to this office in connection with the surety's consent.

Before giving this consent we would like to have full advices from you as to the present status of the job. the apparent reason for the necessity of an extension of time and whetherornot the job is progressing to the satisfaction of your department. Will you be kind enough to give us this information at your early convenience, using the stamped return envelope enclosed for that purpose.

Yours very truly,

W. G. Kelso
Manager Bonding Department

WGK:T

STENCIL NO. 124

7

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. 142-E

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
OCT 12 1932
OREGON
STATE HIGHWAY COMMISSION

October 10, 1932

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Ore.

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encl.

OK TM Hqr. 9930

Oregon Federal Aid Project No. 142, Section E.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 25, 1931, by the Oregon State Highway Commission, and on July 16, 1931, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 142, Section E; and

WHEREAS, the plans and specifications previously approved for said Section E provided for the construction of 5.957 miles of graded road and one bridge of more than 20 ft. clear span 0.029 of a mile in length, in Douglas County, for which the estimate approved was $101,673.00, and $50,836.50 Federal funds were set aside to the credit of said Section E; and

WHEREAS, the construction of said Section E in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $84,575.32, and voucher in the sum of $42,287.65 has been passed for payment as the share of the Federal Government on said Section E; and

WHEREAS, the said Oregon State Highway Commission now requests a reopening of said Section E and a revision of the plans, specifications and estimate approved therefor to provide for the

OR TM

construction of gravel surfacing 18 ft. wide and 8½ inches thick, and items of construction incidental thereto, over its entire length, at an estimated cost of $11,081.58; and by reason thereof has requested that the estimate of cost approved for said Section E be increased from the previous actual cost of $84,575.32 to $95,656.90, and that the Federal funds approved and set aside to the credit of said Section E be increased from the previous actual payment of $42,287.65 to $49,183.71:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture, that the plans, specifications and estimate approved for said Section E be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of forty-nine thousand, one hundred eighty-three and 71/100 dollars ($49,183.71) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added clause (b) to read:

> "(b) By the State, for the additional work involved in the reopening of said project, from Ch .75, Laws of 1917, and Chap. 31, Laws of 19

OK TM

Paragraphs (c) and (d) of Article III shall read, respectively:

> "(c) The estimate of cost and the amount of Federal Aid approved by this agreement are, respectively, as follows: Roadway, approved estimate $84,083.09, Federal Aid $43,396.81; one bridge, actual cost $11,573.81, Federal Aid paid $5,786.90."
>
> "(d) The Highway Department hereby agrees that within one year after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project, additional surfacing of a dustless and durable type adequate to meet present and future traffic needs and conditions thereon."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of forty-nine thousand, one hundred eighty-three and 71/100 dollars ($49,183.71), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety-five thousand, six hundred fifty-six and 90/100 dollars ($95,656.90), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 19th

OK TM

day of August, 1932, and the Secretary of Agriculture on the 28th day of September, 1932.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission.

By Carl Washburne
Member, State Highway Commission.

CWS R. W. Dunlap
Acting Secretary of Agriculture.

Oregon Federal Aid Project No. 142, Section E.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 142-E, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 95,456.90 in lieu of the previous actual payment of $42,287.65, as the total estimated cost of said project, and the sum of $ 40,183.71 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 28th day of September one thousand nine hundred and Thirty-two

CWS R. W. Dunlap
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—4829

Form 37—4174—2500—5-32

142-①

OR GOI TATE HIGHWAY DEPARTM NT

FIELD ENGINEER'S WEEKLY REPORT

Date October 9th., 1932, 193

Job name Scottsburg- Paradise Creek

Week from Oct. 3rd. *to* 8th.

Mail address Elkton, Oregon.

Highway ~~[illegible]~~ Umpqua

Telegraph or telephone address Elkton, Oregon.

County Douglas *Job prefix* 10 P W

Express and freight address Elkton, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Portland Sand and Gravel Co. spent all this week moving to the Scottsburg bar and setting up their plant. Are putting in a larger hoist and bucket. Will elevate the gravel to the bunkers by a belt line. Are getting a new blade from Portland. Will be a self propelled blade.

Let a sub-contract to C. A. Catching to put gravel in bunkers from the Sawyers bar.

Have been trying to get a stockpile site at Scottsburg to pile the oversize but have not got one at a reasonable price.

Contractor dug up drain tile 389 to 396 and find it well filled with silt, restaked the dith lowering the tile and placing it all on a 1% grade or steeper.

Resident employes 14 Six hour shifts

Non-resident employes

RECEIVED
OCT 11 1932

NOTED
H. G. SMITH

(See back of this sheet for instructions and detailed information)

Signed G. E. Robert

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project

Miles completed

Miles completed except finishing

Total cubic yards in project

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be measured

Number men in Engineering Party

Contractor's average force for week .... men,

.... teams, ... steam shovels

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 11.02

Miles completed XXXXXXXXX

Miles partially done 4.50

Total cubic yards in project 22,000

Cubic yards produced to date 6,864

Average daily yardage produced this week None

Average daily yardage necessary to complete on time 344 (Nov. 30th.)

Contractor's average force for week 14 men,

XXXXX teams, 2 trucks

Project will be completed about Nov. 30th. 1932

Number of men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 10 P W Percentage 30
2. 10 P V Percentage 60
3. 10 P X Percentage 10
4. .... Percentage

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 12, 1932 R

RECEIVED
AUG 13 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for signature and return to this office are three copies of agreement for Oregon Federal Aid Project No. 142-E. Also enclosed are one copy each of approved agreement estimate and specifications.

Please note that the attached agreements provide in paragraph (d) of Article III that a dustless and durable type of surfacing shall be placed within one year after completion of the improvement contemplated under this modification.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

JK 142

June 27, 1932

Portland Sand & Gravel Co.,
Route 1, Box 155,
Portland, Oregon.

Gentlemen:

We are sending you today by express four copies of contract #1359 which was awarded to you by the State Highway Commission on June 25 for the surfacing of the Scottsburg-Paradise Creek Section of the Umpqua Highway in Douglas County.

Will you kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the Highway Commission? When this is done, a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 14 of the contract and on the page marked "Additional Special Provisions" relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

AJ

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

June 23, 1932

RECEIVED
JUN 25 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Documents for the reopening of Oregon F.A.P. No. 142-C, Scottsburg-Paradise Creek section of the Umpqua Highway, were forwarded on June 21, 1932, with our recommendation for approval.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

142C

July 7, 1932

Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland, Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the surfacing of the Scottsburg-Paradise Creek Section of the Umpqua Highway in Douglas County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

147C

July 7, 1932

Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland, Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the surfacing of the Scottsburg-Paradise Creek Section of the Umpqua Highway in Douglas County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

CONTRACT# 1370,

SEE:

CONTRACT# 1296,

2

1370 SFF: Contract 1296

CONTRACT # 1371, 1380,

20-1002 Grading, Cheshire-Prairie Road
Siuslaw Highway 1932

1371, 1380

#1371

2068

February 6, 1933

Great American Indemnity Company,
Harvey Wells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1371 for the construction of the Cheshire-Prairie Road Section of the Siuslaw Highway in Lane County, consisting of 4.08 miles of grading, has been completed by the contractors, Jacobsen-Jensen Company, and that final payment will be made by the State with said contractors for work done under said contract on or after February 16th, 1933.

The State is not advised of any unpaid claims for labor or material, or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors including the final payment will be $16,984.07.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1371

FORM 2-A-1 5064 3M 9-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

2048

5C

OREGON STATE HIGHWAY COMMISSION
SALEM

JANUARY
Fourth
1932

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Office

Dear Sir:

The work to be done under Jacobsen-Jensen Company's contract No. 1371 for grading the Cheshire-Prairie Road Section of the Siuslaw Highway was completed November 12, 1932.

Acceptance of this project by the State Highway Commission, as of its date of completion, is hereby recommended.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By S. H. Probert

S. H. Probert
Office Engineer

Approved by Commission 1/4/33
HBG

Dict. by D. G. DeSart/ME

OK

Form 30—3165—5M—2-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT #9

Date November 19, 1932

Job name Cheshire-Prairie Road Sec.

Week from Nov. 13 to Nov. 19

Mail address Box 204 Eugene Ore

Highway Siuslaw

Telegraph or telephone address [illegible]

County Lane

Job prefix 20 G.S.

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Office [illegible] bridges & adjoining property [illegible] Etc.

Contractor finished with exception of burning [illegible]

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday	Rain	Rain
Monday	Showers	Showers
Tuesday	Fair	Fair
Wednesday	–	
Thursday		
Friday		
Saturday	″	

RECEIVED
NOV 21 1932
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Title

GRADING CONSTRUCTION

Total miles of grading in project [illegible]

Miles completed [illegible]

Miles completed except finishing [illegible]

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces [illegible]

Miles cross-sectioned [illegible]

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party [illegible]

Contractor's average force for week [illegible] *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about [illegible]

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* [illegible] *Percentage* 92.9
2. [illegible] *Percentage* [illegible]
3. .... *Percentage* ....
4. .... *Percentage* ....

Form 30—3165—5M—2-32.

OR GO TATE HIGHWAY DEPARTM NT

FIELD ENGINEER'S WEEKLY REPORT #10

Date September 17, 1932

Job name Cheshire - Prairie Road Sec

Week from Sept 11 to Sept 17, 1932

Mail address Box 204 Eugene Ore

Highway Siuslaw

Telegraph or telephone address 2145 J

County Lane Job prefix 2095

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Setting Blue Tops, staking culverts Etc.

Contractor working on grade between Station 83+50 also placing stripping and Top material between Station

Moved approx 49450 Cu Yds Excavated material to date

Placed 159 Lin Ft of 18" pipe to date

Placed 2147 Cu Yd's of Stripping from Pit

Placed 4224 " " of Topping material

Truck Haul 1738 Yd Miles to date

Topping Haul 2881 Yd. Mi. to date

Crew 1 Superintendent; 12 Cat Operators; 2 Blade men; 12 Truck Drivers; 2 pitmen; 2 Dumpmen; 2 Shovel operators; 2 Laborers.

Equipment 1 Shovel; 2-60 Cats; 2-30 Cats; 1 Cat Blade; 2 Tumble Bugs; 1 Large Slate; 1-2 Yd Slate; 1 Rooter; 6-2 Yd Trucks.

All men citizens, 10 from Portland, 20 Local

Deck slabs poured to Bridge No 10 inc.

Day of Week	WEATHER CONDITIONS A. M.	WEATHER CONDITIONS P. M.
Sunday		
Monday		
Tuesday . . .		
Wednesday . .		
Thursday . . .		
Friday		
Saturday . . .		

RECEIVED
SEP 19 1932

Signed

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 4.02

Miles completed

Miles completed except finishing

Total cubic yards in project 69000

Cubic yards moved to date 40250

Miles covered by contractor's forces 4.0

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be measured

Number men in Engineering Party 5

Contractor's average force for week 30 men,

See Over teams, steam shovels

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 20 G.S. Percentage 100%
2. Percentage
3. Percentage
4. Percentage

#1380

20 G S ✓

20-4
#1380

September 16, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of September 15, enclosing copies of notice of claim filed by W. H. Mills against O. J. Montag in connection with State Highway Contract No. 1380 - construction of 17 bridges on the Cheshire-Prairie Road Section of the Siuslaw Highway in Lane County, said claim being in the sum of $216.50.

Copies of the notice are being mailed to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

September 16, 1932

Aetna Casualty & Surety Company,
% Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you copy of notice of claim that has been filed with the Secretary of State by W. H. Mills against C. J. Montag in connection with State Highway Contract No. 1380 - construction of 17 bridges on the Cheshire-Prairie Road Section of the Siuslaw Highway in Lane County.

This claim is for $216.50, and is for labor performed in connection with the above described project.

According to our records you appear as surety on the bond and we are, therefore, giving you this information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. J. Montag,
Worcester Bldg.
Portland

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 15, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Whitten Swafford, Attorney, Eugene, Oregon, and filed as of this date, a notice of claim by W. H. Mills for trucking performed in the sum of $216.50 against the bond taken from C. J. Montag, principal, and Aetna Casualty & Surety Company, surety, for work on the Cheshire-Prairie Road Section of the Siuslaw Highway in Lane County, Oregon, State Highway contract No. 1380.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

OPY

NOTICE OF LIEN AGAINST PUBLIC JOBS

TO:

THE STATE OF OREGON, STATE HIGHWAY COMMISSION

C. J. MONTAG, CONTRACTOR AND L. B. WANS, SUB-CONTRACTOR--

NOTICE IS HEREBY GIVEN That the undersigned W. H. Mills has a claim for a balance due for trucking at $12.00 per day for L. B. Wans sub-contractor under Montag and the balance of $216.50-- 26 days with a truck at $12.00 per day less $92.50 paid, --against the Bond taken from C. J. Montag and Aetna Casualty & Surety Company, for the construction of seventeen bridges on the Cheshire-Prairie Road Section of the Siuslaw Highway in Lane County, Oregon, State Highway contract No. 1380.

W. H. MILLS
Claimant

Subscribed and sworn to before me this the 10 day of September, 1932.

(SEAL)

WHITTEN SWAFFORD
Notary Public for Oregon
My Commission expires
February 1st, 1936.

Endorsed: File No. 2114
Filed September 15, 1932
HAL E. HOSS,
Secretary of State.

Form 39—F-20128—5M—1-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT #1

Date July 16, 1932

Job name Cheshire Prairie Road Sec.

Week from July 10 to July 16

Mail address Box 204 Eugene, Ore.

Highway Siuslaw

Telegraph or telephone address 2145 J

County Lane

Job prefix 20 G.S.

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Setting stakes for Borrow pits and reference lines.

Contractor working between stations 287 + 293+50 Moved 1200 Cu. Yds. to date

Clearing and grubbing 10% complete.

Contractors crew consists of 1 Superintendent
4 Caterpillar operators
4 laborers

all citizens and all residents of Oregon. 4 local and 4 from Portland.

We were stopped by the Roadmaster of the S.P. Ry. from making fill near Cheshire until the permit has been granted by the Public Service Commission to cross at that point.

RECEIVED
JUL 18 1932
OFFICE OF
CONST. [illegible] ENGINEER

(See back of this sheet for instructions and detailed information)

Signed A. K. Grondahl

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 4.02

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project 69000

Cubic yards moved to date 1200

Miles covered by contractor's forces .1

Miles cross-sectioned 1 Mile

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party 4

Contractor's average force for week 0 *men,*

2-30 Hp Cats ~~*teams*~~, 1 [illegible] and 1 [illegible]. *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ~~4.02~~

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 20G.S. *Percentage* 100%
2. 20V.Z *Percentage* 0
3. .... *Percentage* ....
4. .... *Percentage* ....

2063

Start Work on Siuslaw Highway

Eugene, Or.—Road construction equipment is being moved to the site of work on the Cheshire-Prairie road section of the Siuslaw highway work will be started today or tomorrow. C. J. Montag has the contract for the bridge work and the Jacobson-Jensen company has the contract for grading. 7/11/22

P.U.C. OREGON ORDER NO. 2039

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

2065

In the matter of the application of the State of Oregon, by and through its State Highway Commission, for permission to construct a grade crossing over and across the tracks of the Portland, Eugene and Eastern Branch of the Southern Pacific Company at Cheshire in Section 10, Township 16 South, Range 5 West, W.M., in Lane County, Oregon.	F-1663

This is an application brought by the State of Oregon, through its State Highway Commission, for permission to construct a state highway across the tracks of the Portland, Eugene and Eastern Branch of Southern Pacific Company at Cheshire in Lane County.

Pursuant to due and legal notice to all parties concerned, this matter came on for hearing before Examiner Herbert H. Hauser in the Lane County Court House, Eugene, on Friday, the 24th day of June, 1932, beginning at the hour of 1:30 o'clock P.M., and all testimony having been taken the matter now stands fully submitted.

APPEARANCES.

J. W. DeSouza for the State of Oregon and State Highway Commission;

A. A. Hampson, Paul P. Farrens and R. M. Kerr for Southern Pacific Company;

Hon. C. D. Barnard, County Judge, for Lane County.

The crossing prayed for is necessitated by reason of the construction of that portion of the Siuslaw Highway east of the town of Cheshire.

The point at which it is proposed to construct said crossing at grade is approximately at Highway Engineer Station 293 plus 46, which is equivalent to Railroad Engineer Station 586 plus 50, in Section 10, Township 16 South, Range 5 West, Willamette Meridian, Lane County, Oregon.

The testimony herein develops the information that this crossing will involve the moving from the proposed traveled roadway across the said track that portion of the present railroad siding on the westerly side of said track and on the southerly side of the proposed crossing between the point of switch and point of frog to a point approximately 60 or 70 feet southerly from its present location. The change in the location of this siding and switch, it is believed, will preclude any possibility of a vehicle colliding with it while negotiating the said crossing.

The answer filed by the said railroad company alleges that the proposed crossing will make unnecessary the continued maintenance and use of a present existing county road crossing at grade across its tracks and right of way located a short distance northerly from the proposed crossing and therefore should be eliminated. This answer was subsequently amended by removing that portion thereof containing this allegation because of the fact that this particular county road crossing is not involved in or controlled by this proceeding. In this connection it should be stated that this crossing is used at the present time by but one family and that it is the intention of the county to construct a short stretch of new road on the east side of the railroad track. If and when this intention is carried out and such construction completed and the county thereupon determines to close the said crossing it can petition this commission for the necessary authority. The matter then will be one in which only the county and the railroad company will be concerned and this commission accordingly will proceed under the proper statute, which applies to the elimination by the relocation of a highway of a crossing over any established and existing railroad at grade.

The commission being fully advised from the testimony, the entire record herein and from a personal inspection of the site of the proposed crossing, and sufficient cause appearing therefor, makes and enters its findings as follows:

FINDINGS

That the said proposed crossing will not be unduly hazardous and any crossing other that at grade would be impracticable and prohibitively expensive;

That the application herein should be granted and the right and authority given to the said applicant, the Oregon State Highway Commission, to construct the said highway at grade over and across the tracks of the Portland, Eugene and Eastern Branch of Southern Pacific Company at the point and in the location hereinbefore described upon the following terms and conditions:

> That the said proposed crossing be constructed in a good and workmanlike manner of 32 ft. creosoted or treated planking between and parallel with the said rails and for a distance of 18 inches outside thereof and thereafter maintained; that the approaches thereto be constructed level with the rails for the full width of the said highway and 30 feet on each side of the rails;

That the trees, brush and vegetation on the applicant's right of way, which might obstruct the view to vehicular traffic upon said highway, be cut, burned or otherwise removed, and that as necessary warning and protection to the traveling public there be installed at this crossing, in addition to the advance warning signs required by law, crossing signs of the usual standard and design, and at a suitable distance from the crossing upon the railroad right of way standard whistling posts;

That the cost of installing and maintaining such new proposed crossing, with the exception of that area between the said rails and extending for a distance of 18 inches outside thereof, be borne by this applicant, Oregon State Highway Commission, the cost of installation and maintenance of such excepted portions, together with the safety devices herein required, save and except the advance warning signs required by law, shall be borne by said Southern Pacific Company.

ORDER

ORDERED THEREFORE that the application of said Oregon State Highway Commission for permission to construct and maintain the said proposed crossing at grade, hereinbefore specifically designated and described, be and it hereby is granted in accordance with the terms and conditions set out in the foregoing findings, which said findings by this reference are made a part hereof.

Dated at Salem, Oregon, this 9th day of July, 1932.

CHARLES M. THOMAS
Commissioner of Public Utilities
of Oregon

ATTEST:

HERBERT H. HAUSER

Secretary

2065

July 14, 1932

Jacobsen-Jensen Company,
407 Stanton St.,
Portland, Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Cheshire-Prairie Road Section of the Siuslaw Highway in Lane County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

Lane County Court

COMMISSIONERS:
CLINTON HURD
O. E. CROWE

COMMISSIONERS' COURT
FIRST WEDNESDAY
OF EACH MONTH

20 GS

OFFICE OF C. P. BARNARD, COUNTY JUDGE
EUGENE, OREGON

June 21st, 1932

Mr. E. A. Collier,
Division Engineer,
State Highway Department,
Roseburg, Oregon.

Dear Mr. Collier:

Referring to yours of the 13th regarding rights-of-way for the Cheshire-Prairie Road Section of the Siuslaw Highway. This is to advise you that we have made satisfactory arrangements for all of the rights-of-way between Cheshire and the Prairie Road. In a few instances where there were mortgage companies involved or where there was an incompetent, it will take a little while to get the deeds.

However, our agreements are satisfactory, and the owners have told us to go into the property and begin any time we see fit.

Yours very truly,

C. P. BARNARD,

C. P. Barnard

Lane County Judge.

CPB:HB

RECEIVED
JUN 22 1932
ROSEBURG DIVN. OFFICE

70GS

June 21, 1932

Lane County Court,
Eugene,
Oregon.

Gentlemen:

We enclose duly executed copy of agreement, dated June 9, 1932, by and between the State of Oregon, by and through its State Highway Commission, and Lane County, regarding the improvement of the Siuslaw Highway, beginning at Cheshire and extending through to the Prairie Road.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

2065

June 18, 1932

Mr. H. G. Smith
Office

Dear Sir:

Please refer to Mr. Collier's letter of the 13th inst. regarding the crossing of the Southern Pacific railroad on the Cheshire-Prairie Road section.

Please give this your immediate attention in order that there may be no delay to the contractor.

Very truly yours

State Highway Engineer

RHB:jm
c.c. Mr. J. M. Devers

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
JUN 14 1932
OREGON
STATE HIGHWAY COMMISSION

IN REPLY PLEASE REFER TO FILE No.

JUNE 13, 1932

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

On the Cheshire-Prairie Road section of the Siuslaw Highway, a new crossing of the Portland-Eugene and Eastern Branch of the Southern Pacific Company at Cheshire will be required. I understand Mr. Skelley has prepared a map, and that a petition has been made to the Public Service Commissioner to authorize a new crossing.

In connection with this crossing, it will be advisable to have the Southern Pacific Company move their switch approximately 70 feet southerly from its place of location, in order to clear our right of way. Our centerline passes between the point of the switch and the point of the frog at their station 585+62.05. We are 53.95 feet south of their point of switch and 46.4 feet north of their point of frog. This would shorten up their siding approximately two car lengths. We should pay them the cost of making this shift.

They have only one train a day over this line, and it is very improbable that traffic will ever be greatly increased, in fact, it appears reasonable that this line will be abandoned at the crossing in a few years.

The cost of construction a grade separation by means of an overhead structure for the highway would be excessive in proportion to the benefits to be gained, and, in view of the possible abandonment of the railroad, I think our plan of a grade crossing is proper.

Please advise me how far negotiations have proceeded. If you desire, I will take up the matter with the Southern Pacific of paying them for moving this switch and doing any other readjustments necessary, in connection with our grade crossing.

Very truly yours

E. A. COLLIER
Division Engineer

cc
R. H. Baldock
J. M. Devers
EAC:VR

2066

April 26, 1932

Lane County Court
Eugene, Oregon

Attention: C. P. Barnard, County Judge

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 25th inst. in which you urge the State Highway Commission to take favorable action at its meeting to be held this week regarding the construction of the Cheshire-Harpole section of the Siuslaw Highway in Lane County.

I shall be pleased to present your letter to the Highway Commission at the next meeting. In the meantime I am sending copies of your letter to the individual members of the Commission for their advance information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:jn

Baldock

LANE COUNTY COURT

Office of C. P. Branard, County Judge
Eugene, Oregon

April 25, 1932

Honorable State Highway Commission
Salem, Oregon

Gentlemen:

Due to the fact that the matter of the extension of the Siuslaw Highway from Cheshire East to Harpole Schoolhouse has been brought to your attention, both by letter and personally by the Lane County Court and Lane County Chamber of Commerce, and feeling sure that your Honorable Body realizes the need for the early construction of this short section and the importance of a connection across the Long Tom, which will furnish a year round road for the heavy traffic, which connects the Coast section and the valley, also the fact that the farmers living along the line will lose their mail service unless this connection is made, we feel that we should call the importance of this matter to your attention at this meeting. We did not deem it necessary, however, to be present in person and take up any of your valuable time, as we understand that the Commission fully realizes the importance of this connection and that the question of funds is the only matter for consideration.

Trusting that funds will be available for the completion of this section this summer and that favorable action will be taken by your Honorable Body at this meeting, we are

Respectfully yours,

THE LANE COUNTY COURT

By C. P. Barnard
Lane County Judge.

CPB:OC

ACKNOWLEDGED
H. B. GLAISYER

ONERS
B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
SALEM

March 14, 1932

Mr. R. H. Baldock
Office

Dear Sir:

In compliance with your request, I am submitting herewith a map showing the route of the Siuslaw Highway from Cheshire to the Prairie county road (oiled).

The route directly east from Cheshire along the present old county road fits in better with the proposed relocation of the Pacific Highway west of the Oregon Electric tracks between Eugene and Junction City. The county court has also repeatedly asked that the road be built on this location, rather than use the location proposed about five years ago, running on an angle between Cheshire and Deadman's Corner one mile west of Junction City. The construction of this section has been delayed because of argument about the location, and because a route is available from Cheshire north two miles, and thence east into Junction City. The road from Cheshire to Harpole School is under water every winter for several months, and to a depth of 18 inches.

The cost of grading this section would not exceed $12,000, but it will be necessary to build a bridge over Long Tom and to build 1260 lineal feet of trestle to permit passage of flood water. An estimate of the cost of grading and surfacing this road is attached hereto. This estimate has been put together hastily, and I have not had figures from the bridge department for the trestle and bridge, and have only suggested wooden trestles as a possibility.

Very truly yours

E A Collier

E. A. Collier
Division Engineer

EAC:EF
cc H.G.Smith

CHESHIRE-PRAIRIE ROAD SECTION
Siuslaw Highway
5.96 Miles - 28' Roadbed

Cheshire, Station 225+76, to Prairie Road, Station 84+00.

March14, 1932

	Clearing		$ 500.00
36,500 cubic yards	Excavation	$ 0.25	9,125.00
23,000 yard miles	Overhaul	0.02	460.00
300 lineal feet	18" Culverts	2.00	600.00
1,260 lineal feet	Treated Wood Trestle	30.00	37,800.00
	Long Tom Bridge		10,000.00
	Surfacing gravel at 7500.00		30,000.00
			$ 88,485.00
	10% Contingencies		8,815.00
			$ 97,300.00

COMMISSIONERS:
CLINTON HURD
O. E. CROWE

Lane County Court

COMMISSIONERS' COURT
FIRST WEDNESDAY
OF EACH MONTH

OFFICE OF C. P. BARNARD, COUNTY JUDGE
EUGENE, OREGON

March 14th, 1932.

RECEIVED
MAR 15 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

A few days ago I presented a brief regarding the Cheshire East Section of the Florence Highway to Commissioner Washburne, and he said he had forwarded the same to you, and am asking if you would please have the letter on hand at the meeting on the 16th.

Thanking you for same, I am

Yours very truly,

C. P. BARNARD,

C. P. Barnard

Lane County Judge.

CPB:OC

COPY FOR MR. Baldock
From H. B. Glaisyer, Secretary

C
O
P
Y

Eugene, Oregon.
March 30, 1932.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We wish to submit information concerning the desirability of extending the Siuslaw Highway 2.3 miles eastward from its present terminus at Cheshire.

1. This highway was orginally planned to afford a connection between the Oregon Coast Highway and the Pacific Highway but construction was stopped at Cheshire, creating a "dead end".

2. Up to January 1, 1932, a total of $1.919,049.81 has been invested in this highway, of which $1.320.440.99 was contributed by the state and $598.808.82 by Lane County.

3. Full use of this highway and the maximum returns on the large investment already made are dependent upon a short extension of 2.3 miles eastward, through a low, marshy district to the Harpole Schoolhouse where it will join an established and usable connection (of two miles) with the Prairie Road, a north and south highway between Junction City and Eugene.

4. Estimates of the construction of this 2.3 miles have been made by your engineers.

5. Reasons for completing this highway east for 2.3 miles are as follows

A. With the completion of the Oregon Coast Highway this summer, a great stream of travel will be diverted inland which will be handicappd inreaching the main traveled north and south highways.

B. Travel on the Pacific Highway desiring to reach the Oregon Coast highway is slowed up by the circuitous routes now required toreach the main Siuslaw Highway.

C. During the winter months it is often impossible to reach the Siuslaw Highway at Cheshire because of the flood conditions along the Long Tom River which would be corrected by the building of the 2.3 miles of highway through this low country. The Attached letter reveals the difficulty of mail delivery, which holds true in sending children to school and reaching markets.

The above is submitted, together with a map attached, for your consideration and a committee of three shall be pleased to furnish any additional information or answer any questions, at your next meeting in Portland on April 7.

Respectfully submitted by

E. A. MCCORMICH
E. A. McCormich, President,
Lane County Chamber of Commerce.

EDWARD F. BAILEY
Howard F. Bailey, Chairman,
Highway Committee of the Lane
County Chamber of Commerce.

J. E. TURNBULL
J. E. Turnbull, Chairman,
Highway Committee of the
Eugene Chamber of Commerce

T. O. RUSSELL
T. O. Russell, President,
Eugene Chamber of Commerce.

NERS
AN DUZER, CHAIRMAN, PORTLAND
HAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
SALEM

March 14, 1932

Mr. R. H. Baldock
Office

Dear Sir:

Attached hereto you will find a letter from the Junction City Postmaster, a letter from County Judge Barnard and a note from C. G. Washburne regarding the road from Cheshire to the Prairie Road, via Harpole Schoolhouse.

I have talked to Mr. Probert and he says that the Siuslaw Road has been suggested as the proper one to drop from the federal aid system, in case it is necessary to add to the system the new route from Portland to the Sea.

With this in mind, it is doubtful if the Bureau would approve expenditure of federal aid money on this route just before it is removed from the system; and in case it is dropped from the system, I understand we would have to refund federal aid money spent on it. Lane County's cooperation is to come out of their share of the auto license fund, and the state could not reimburse itself from this fund for a number of years. It, therefore, appears probable that as far as this year's funds are concerned, this section might have to be paid for 100% by the state.

Very truly yours

E A Collier

E. A. Collier
Division Engineer

EAC:EF

Dear Mr. Baldock,

The county and government would pay the entire cost of this four mile stretch of road to bring it out to the county road.

Should not it be done? Judge Barnard spoke to me about it at the last meeting.

C. G. Washburne

---

e County Court

COMMISSIONERS' COURT
FIRST WEDNESDAY
OF EACH MONTH

. BARNARD, COUNTY JUDGE
ENE, OREGON

RECEIVED
MAR 14 1932
OREGON
STATE HIGHWAY COMMISSIO

ch 11th, 1932

mmission,

letter received by the Lane County
Postmaster at Junction City, which refers to that part of the Siuslaw Highway East of Cheshire across the Long Tom bottom to Harpole Schoolhouse.

We are also informed that the school bus cannot get through any longer and the children will have to cross by team or horseback as it is too wet to walk. All present roads across the Long Tom bottom in this vicinity are impassable during high water and as the travel is heavy all the year round it is very necessary that a road be completed which could be traveled all the year.

We realize the handicap of the State Highway Commission due to lack of funds, but trust they may be able to finance this construction during 1932.

Yours very respectfully,

THE LANE COUNTY COURT,

By C. P. Barnard
C. P. BARNARD,
County Judge.

CPB:HB
Enc.

COMMISSIONERS:
CLINTON HURD
O. E. CROWE

Lane County Court

COMMISSIONERS' COURT
FIRST WEDNESDAY
OF EACH MONTH

OFFICE OF C. P. BARNARD, COUNTY JUDGE
EUGENE, OREGON

RECEIVED
MAR 14 1932
OREGON
STATE HIGHWAY COMMISSION

March 11th, 1932

Honorable State Highway Commission,
Salem, Oregon.

Gentlemen:

I am enclosing a letter received by the Lane County Court from Mr. F. G. Lee, Postmaster at Junction City, which refers to that part of the Siuslaw Highway East of Cheshire across the Long Tom bottom to Harpole Schoolhouse.

We are also informed that the school bus cannot get through any longer and the children will have to cross by team or horseback as it is too wet to walk. All present roads across the Long Tom bottom in this vicinity are impassable during high water and as the travel is heavy all the year round it is very necessary that a road be completed which could be traveled all the year.

We realize the handicap of the State Highway Commission due to lack of funds, but trust they may be able to finance this construction during 1932.

Yours very respectfully,

THE LANE COUNTY COURT,

By C. P. Barnard
C. P. BARNARD,
County Judge.

CPB:HB
Enc.

Form 4024.

Request to Repair Roads

United States Post Office

Junction City, Oregon. March 9,1932.
(Post office and State.) (Date.)

Mr. Honorable County Court

My Dear Sir:s

It is reported that roads under your supervision and covered by rural delivery service from this post office are in bad condition and urgently need attention.

It is a requirement of the Department that roads traveled by rural carriers in the performance of service shall be kept in passable condition for vehicles under ordinary conditions. It is my duty to inform you that the roads hereinafter specified should have attention without delay. Unless sufficient interest is shown in the service by the local road authorities and those benefited, to keep the roads in good condition, the rural route will be amended so as to avoid the neglected roads, or, if this can not be done, the discontinuance of service will have serious consideration.

I am required to report to the Department at the end of thirty days what action has been taken in the matter, with recommendation for appropriate readjustment of the route if the needed repairs have not been made.

Respectfully yours,

F.F. Lee
Postmaster.

Post Office: Junction City, Oregon

Route No.: 1

Location of Roads: between the Cheshire postoffice and the Mack Daugherty farm.

Work needed: patching and raising where waters overflow the roads.

5—7841

This notice is sent by instruction from S.H. Morse,P.O.Inspector.

GOVERNMENT PRINTING OFFICE

CONTRACT# 1372,

SEE:

CONTRACT# 1292,

1372 GE: Contract 1292

CONTRACT#1373,

SEE:

CONTRACT#1212,

CONTRACT #1373, 1424,
1538,

PR 56 B Albany-Tangent Sec. 1933

1373,1424,1538 Folder # 2

56 B

ROBERT G. DIECK
Mem. Am. Soc. C. E.
Consulting Civil Engineer
Failing Building
Portland, Oregon

September 13, 1934.

Notes from files on Albany-Tangent contract with Logan Cons. Co. Contract 1424.

Memo by Smith to Baldock 8-11-1934.

a. Allegation that section 5 applies
b. Not a turnpike section in the meaning of the term

c.	Estimated cost by shovel	11-963.03	
	" " " hand	11-192.03	diff. 771.03

Recommends that claim be rejected and contractor be required to make any claim on the basis of actual conditions.

Memos by Johnson - all of no date, but believed to have been prepared August 1934.

1. On power pole moving
2. On telephone pole moving
3. On history of the work
    a. Says Logan expected to use hand labor
    b. Logan had had negotiations with county court of Linn and Salem office for the use of teams from Eastern Oregon and later proposed use of power shovel about Nov. 11, 1932. (Logan vigorously denies any intention to employ teams from any place except Linn Co. and acknowledges the difficulty of hiring teams from the local farmers. He alleges that entirely because of the delays in R. of W. acquirement he had had to abandon his plan of using cat and blades for what he considered a first rate example of turnpike section, which could be undertaken if long stretches of the line had been open to his operations.)
    c. Because of the lack of any R. of W. on either side on Nov. 7 when he appeared on the work, Logan had been forced to commence operations at sta 97-00 East.
    d. Johnson reports filling ditches had interfered with his work as early as Nov. 15, but nothing was done to correct this until late in December, when force account order to open the drainage ditch west from sta about 33-00.
    e. From Johnson's memo and from the R. of W. reports of Campbell it appears that R. of W. between 34- and 201 East had not been secured until Nov. 26 - 19 days after Logan had reported ready to operate #see memorandum # 2 of Johnson on disturbance to work by failure of Pac. T. and T. Co. to move poles from line of work.
    f. Johnson says that telephone lines being moved by Nov. 26, but corrects this by letter Aug. 15, 1934, saying that nothing was done on line until Dec. 3.
    h. Johnson alleges that all rights of way (apparently on both sides of the line) had been secured by Dec. 3, except in South Albany Add. and at Tangent. From the deed records

many property owners had not completed their acknowledgements to options until considerably later. Details of these delays have been platted on a calendar chart which is in our possession.)

1. On Dec. 12-17 Johnson reports that telephone poles had been moved between 10-133, as had fences. No mention is made of any removal of buildings or other obstructions and as no record of the obstructions in the R. of W. exists or may be found, no definite opinion on this point may be hazarded.

Memo by Clymer 8-10-34

A total of 27-821 c. y. of excavation is mentioned which volume is classified as

15-200 c.y. turnpike section	and might have been moved by cat and blade in dry weather but on account of wet weather was moved by shovel. (We allege that if R. of W. had been available in proper length, in time, Logan might have accomplished a considerable portion of this grading work before the December rains appeared.)
2-100 c.y. overhaul -300'	(In dry weather such as was in the earlier part of Nov., this might easily have been moved by teams and fresnos)
2-900 c.y. truckhaul -1000'	(We contend that this in any case must have been done by wagon as the only practical and economical method of accomplishment.)
7-600 c.y. borrow	(Of course cat and blade methods would not apply.)

Observations on this memo

In our opinion Clymer makes good our case that the problem before Logan was distinctly turnpike work, for the first and second items amounting to 17-300 c. y. were cat and blade work. Logan never intended to imply that every operation of grading was to be classified as turnpike work. Attention is also called to the original estimates that no item for borrow appears. In all fairness this ought to be excluded from the consideration of types of work to govern the job and be viewed as a separate item quite distinct from the major job. Of course excavation was paid under the general item of grading and haul under a separate item in the bid. The result in the worst aspect of the case should be based upon only the total excavation less borrow as related to the volume susceptible of movement by turnpike method. From this angle 20-200 c. y. were to be moved of which 17-300 were turnpike section or 85.6 %, which we submit is a considerable part of the total excavation.

A pencil memorandum in the files shows as follows

Volume of work around poles	97-106	3757.3 c. y.
	180-210-	1859.06
		5616.36 c. y.

(We do not know the precise significance of this note but if it be the yardage affected by pole disturbance, we submit that for the entire line there was measureably much more disturbance.)

Weekly reports by Johnson

Week ending Nov. 19. Property lines in bad shape and retraced lines, causing delays in writing descriptions.

26. Logan worked cut 97-106.50 all week with fill 81-97
Crew staked 72-106.50
"Contractor carrying out instructions".

Dec. 3. Completed grading 78-106.50
Telephone company did no work on line but hauled poles.
Power co. started work on pole line 123-133 with 8 men working 3 days.
Staked 76-81 and 106-50 to 133 (apparently on west side?)
Campbell reports having completed options in section except at Tangent and at South Albany. (Deed records do not show that to be the case.)
Chandler visited the work Dec. 2.

Weed ending Dec. 10. NO POLES REMOVED AS YET, though power co. set poles on new line 120-132, and excavated holes 120-165.
Telephone poles out of way 80-120
After next week because the contractor will have to do work on revised alignment 108-132, THE COMPANIES SHOULD HAVE CONSIDERABLE LENGTH OF LINE OUT OF CONTRACTOR'S WAY.
FENCE WORK RATHER SLOW BUT OWNERS ADVISED TO HURRY WORK.
NEARLY ALL SECTIONS UNDER OPTION.

17. Reset stakes for revised grade 117-132.50 to remove sa in grade. Smith and Eason were on the job Dec. 13, to discuss proposed change in grade.
CONTRACTOR'S WORK CONFINED TO SECTION 85-117
Work rather slowed down because of cold weather (but there is no mention of cessation of work on account of hard freezing of ground.)
Power co. moved line 106-133 and old poles out of way.
Tel. co. has moved line 10-133 BUT THERE ARE STILL SOME POLES IN CONTRACTOR'S LINE
FENCE MOVING AT A STANDSTILL A/C FROZEN GROUND * ALL WEEK.
C. L. into Tangent not produced as yet and work there not possible. Tangent descriptions not written.

24. First mention of delays of moment by weather
Power co. worked 3 days on moving.
No mention of tel. co's. operations.

31. CONTRACTOR WAS WORKING ON DRAINAGE DITCH (WHICH CAUSED THE FLOODING OF SIDE DITCHES MENTIONED IN THE NOV. REPORTS.)

Jan. 14. Set grade East 11-65 and established C. L. at Tangent.
Power co. MADE FAIR PROGRESS on 50-133 setting line.
IT SHOULD REACH LIMITS OF ALBANY BY THE END OF NEXT WEEK IF PRESENT RATE OF PROGRESS IS MAINTAINED.
TEL. CO. HAS COMPLETED SETTING OF ENTIRE LINE.

MAJOR PORTION OF PROPERTY OWNERS HAVE RESET THEIR FENCES.
(There has been no mention in any report of removal of building, signs, etc., though it is known that such were then in the desired strip)

Letter to Foster and Kleiser Jan. 27, asking removal of its signboard at Albany.

Week ending Jan. 28. Stakes set for excavation 0-11 on the 27th.
GREAT TROUBLE OVER PROPERTY LINES
Power co. worked 3 days moving poles.

Feb. 4. Grading stakes C. L.-West 0-34 also for private entrances 30-53
SHOVEL WORK DAY AND NIGHT.

11. Four 5 hour shifts all week and contractor has completed rough grading W. 0-58.
Staked grades to 58 and for some private entrances, also E. and W. slope stakes 132-200

Letter from O'Neil to Johnson 2/14/33 says very anxious to have data on properties for R. of W. record of office.

Reply by Johnson 2/15/33 Many inaccuracies in the lines but may expect soon.

Week ending Feb. 18 Completed rough grading W. 0-68 and moved Monday A. M. to 205.85 on E.*****"As power co. is moving power poles back on West side." Contractor has completed excavation E. 150-205.85 as well as FINISHED GRADE FOR DITCHES E. 63-71 and W. 45-58.

The reports for the weeks following deal with minor details of construction and sandpapering.

LETTER OF CHANDLER TO BALDOCK Jan. 13, 1933, contains the following significant sentences, following an inspection of job.

"THE REMAINDER OF THE JOB (beyond 5000-6000 c. y. of borrow) WAS TO BE MADE FROM SIDE BORROW OR TURNPIKE SECTION ON WHICH THE CONTRACTOR HAS ALLOTTED (elected?) TO USE TRACTORS AND BLADES".

"I CAN SEE NO ACTUAL VIOLATION OF THE CONTRACT ON THIS (use of shovel to sidecast) AS ALLOWED EQUIPMENT WHICH WOULD BE A TRACTOR AND BLADE WOULD BE ABOUT THE SAME AMOUNT AS THE SMALL SHOVEL".

(It would seem therefore that in January 1933 the department did consider that the job was definitely a turnpike section job and that the contractor was doing his work to good advantage under distinctly adverse conditions resulting from R. of W. delays of moment which had thrown his work into severe weather.)

ANALYSIS OF CLAIMS SUBMITTED BY H. DIEK IN HIS LETTER OF OCTOBER 1[illegible], 1934.

Claim No. 1

Additional work on ditches by interference of poles with shovel operation and hand work necessary in shaping up slopes and ditch bottoms $1,500.00

Answer

Logan worked around 25 poles for which State is willing to pay 5 cents per cubic yard for 5000 cubic yards of excavation involved, which amounts to $10.00 extra compensation for the extra work around each pole 250.00

Shaping of slopes and ditch bottoms was necessarily a hand labor job, as ground was too wet to make a finish job with shovel, cat and blades, also specifications states sloping to be done with hand labor.

Claim No. 2

Idle time due to right of way delays 1,400.00

Answer

There was no delay due to lack of right of way as records will show.

Claim No. 3

Enforced shifts of shovel and gangs due to pole disturbance and discontinuous right of way acquisitions 1,400.00

Answer

Analysis of shovel movement shows that if right of way had been acquired and all poles had been moved before job was started so that Logan could have started on one end and worked through to other end in one continuous movement that the necessity of moving shovel seven times would have been eliminated. Estimate that these seven moves required 10¼ hours. Shovel crew, including shovel and trucks worth $9.25 per hour. 10¼ hours at $9.25 .... 94.80

Claim No. 4

Enforced return of gangs for clean up of unexcavated material about poles 1,000.00

Answer

In claim No. 1, $10.00 for extra work around each pole was allowed to compensate for extra work.

Claim No. 5

Work after March 6, 1933, requiring return of gangs to complete contract due to poles and other right of way delays .... $ 500.00

Answer

Prior to April 12, ground was too wet and muddy to finish. Liberal time extension, extending completion date from March 31 to June 15 with no penalty saved Logan considerable money. He used cat and blade to finish job in June.

Claim No. 6

Transportation of second shovel to and from work .. 200.00

Answer

First shovel which was leased from Albany Sand and Gravel Company was a 3/8 unit, 3/4 swing. 3/4 swing was not flexible enough. Logan returned the shovel to owner and rented a 3/8 cubic yard speeder, full swing, from loggers and contractors. Logan made this change of his own accord and for his own betterment.

Claim No. 7

Miscellaneous work on entrances not covered in final estimate 100.00

Answer

Driveway dug out at Station 160 by night shift. Next day it was necessary to back-fill and fix up so property owner could get in and out.

ROBERT G. DIECK
MEM. AM. SOC. C. E.
CONSULTING CIVIL ENGINEER
FAILING BUILDING
PORTLAND, OREGON

July 27,1934.

Mr.R.H.Baldock

State Highway Engineer

Salem,Oregon.

My dear Mr.Baldock :-

I have this morning gone over with Mr.Ralph King,attorney for Logan Construction Co.,its claim for additional compensation on contract for grading etc.,on the Albany-Tangent section of the Pacific Highway,and have been informed that this claim in formal manner will be forwarded to you at once as you suggested in my interview with you at Salem on the 23rd.

I should be very appreciative if you could arrange to have the promised hearing sometime next week .Mr.King asks that this be held in the morning say at 9-00 or 10-00 as best suits your convenience for he is called upon to be in Portland early every afternoon for the next ten days or so. Kindly let me know at once the time and date of hearing that I may make suitable arrangment of my time. My Portland office number is At 8633 .

Cordially yours

RECEIVED
JUL 28 1934
OREGON
STATE HIGHWAY COMMISSION

TA[illegible]T GRADING PROJECT [illegible] FC-[illegible]

16B

Contract let on Nov. 2, 1932.

Logan Bros. came into my office a few days later and talked over the problem of getting teams locally for grading. They said if teams could not be obtained locally, they would try to import them from Eastern Oregon. No mention was made at that time of using mechanical equipment such as cat and blade or shovel, as contractor was aware that all excavation must be by hand labor, or by team, as per contract.

During the following weekafter comming into my office, contractors claimed they were looking for teams in different parts of the county, but that none could be obtained as farmers did not care to have strange drivers handle their teams.

Shortly before Armistice Day, I went, in company with the contractors, to see the county judge. We talked of the difficulty of getting teams and that sufficient teams apparently were mot to be had. Logan Bros. suggested the alternative of using a small shovel rather than to import teams from Eastern Oregon. They claimed more local men could be employed by using a small shovel and that the work xxxxlxxxxxxx would be less interupted by wet,muddy condœtions. This idea seemed agreeable to the judge, so the matter was taken up with Salem and arrangements made to use a small shovel.

During the week of Nov. 14 to 19, contractors were busy overhauling the motors and enlarging the dump bodies on their Ford trucks.

On Saturday morning, Nov.19 , work started at station 97 + 00 on the East side of the pavement, material being hauled back between station 97 + 00 and Oak Creek bridge. Crew worked two five hour shifts. That evening the contractors fai~~l~~led to display lights while trucks were dumping on shoulders. An employee of the State Highway Commission narrowly escaped a serious wreck with one of the trucks standing across the pavement.

[illegible] 19 , Logan Bros. rented a 60 H.P. cat and a ten foot blade from orge Warich of Lebanon. This outfit was parked on the Morgan estate property opposite from where the shovel started work, and was not used for some time, if at all. It was returned to George Werich in December.

A very heavy rain on Nov. 15 caused the water to stand along ditch lines from station 0 +00 to station 40 + 00, making cat and blade work out of the question there. There was no outlet for the water, and it gradually accumulated up to Dec. 21, during successive rains.

November 21 to 26, contractors shovel worked all week between stations 97 and 106, Material was hauled back toward Oak Creek bridge. Contractor had lights out and flagmen during this week.

Up to Nov. 26, Mr. Campbell of the Right of Way Dep't. had signed options from station 34 to station 201, and property owners were moving fences. Telephone lines were also being moved along the East side of the highway. One telephone pole only interfered for a short time with shovel work at station 106.

Nov.28 to Dec. 3, contractor completed grading in the rough from station 73 to 106 + 50. Rain from Nov. 27 to 30 inclusive. 32 men were on the job all week. Contractor worked around power poles station 99 to 166.

Dec. 1, Power Co. started moving poles at station 123 to [illegible], eight power men being on the job.

Up to Dec. 3, all Right of Way options had been obtained except in South Albany Addition and Tangent.

During the week I investigated an outlet for ditch water leading west to the Calapooya River.from station 33 + 70. Ditches were standing full of water at this time.

Dec. 5 to 10 contractor's crew worked all week except Friday A.M. Layoff due to extreme cold. Ground frozen Dec. 8 to 16. Only shovel and trucks could work during this period. Excavation work 95 % completed station 76 to 115 on Dec. 10.

Dec. 12 to 17 contractor made very slow progress due to frozen ground.

ed this week between Sta. 108 - 117 on East side, no poles interfering. wer Co. now moving poles on West side. All the telephone poles moved between stations 10 and 133, also fences along the East side.

Dec. 19 contractor still on section between 108 and 120. On Dec. 20, contractor's crew quit during A.M. due to heavy rains.

Dec. 21 shovel opemed drainage ditches station 117 to 120 and moved to station 33 + 70 to start drainage ditch leading West from this station for out let of ditch water from Sta. 0 + 00 to 40 + 00.

Dec. 22 to 30 shovel excavated drainage ditch West of station 33 + 70 and moved to station 106 + 00 during P.M. of Dec. 30. Ground is in such wet condition that little can be accomplished. On Dec. 31, shovel made some additional borrow for shoulders at station 106 and moved to station 132 on West side of pavement. Hand crews also excavated drainage ditches along toe of fill station 83 to 97 and outlet for culvert at station 120 + 22. The past two weeks have beem unusually wet.

Jan. 2 to 5 hand crew excavating ditches station 117 to 123. Shovel barely started at station 132 on Saturday, but quit because of the mud.

Jan. 6 Started two 4-up fresnos on section between 127 and 132, Ground too wet for teams. They floundered in mud all day and quit. Did not return on Saturday.

Jan. 7 after being idle all week, shovel moved to station 76 + 00 and started North on East side of pavement. Hand crew behind shovel.

Jan. 8 to 14 shovel worked on East side of highway from station 74 to 53 + 00. Off on 14 th due to wet ground.

Jan. 15 to 21 contractor did no excavation work this week. Small hand crew worked. Shovel, belonging to the Albany Sand and Gravel Co., was returned to them.

Jan. 22 to 28. No excavation work this week untill Saturday due to waiting for another shovel. Small hand crew worked on clearing. No work Thursday

Note; From Jan. 16 to Apr. 13, a 60 H.P. cat and blade was rented from the Slate Construction Co. Practically no work done with it.

heavy rains. Excavation resumed Saturday at station 53 + 00 side with Speeder shovel.

Jan. 29 to Feb.4 shovel worked East side from Station 50 + 00 to 0 + 00 and moved to West side of pavement at station 0 + 00 at end of week/ Shovel worked day and night, four-five hour shifts.

Feb. 5 to 11 contractors shovel worked four - five hour shifts all week on West side between 0 + 00 and 58 + 00.

Feb. 12 to 18 contractor completed grading in the rough between stations 0 + 00 and 68 + 00 at end of week.

Feb. 19 to 25 shovel completed excavation in the rough from station 205 to 132 on East side. Worked day and night. On Thursday, Feb.23, shovel started at culvert at station 143 + 00 and worked to station 170 + 00 at end of week. No finishing work has been done to date due to wet ground.

Feb. 26 to March 4. Contractor's shovel finished excavation on West side from 107 to the bridge at station 213 + 10. Also made fill of frontage at Mother's Inn at Tangent. Worked around power poles station 180 to 200.

March 5 to 11 shovel worked all week between stations 105 and 132 straightening up rough condition of work previously done and left in unfinished state due to the mud. Shoulders too wet for finishing with cat and blade.

March 12 to 18. Shoulders still too wet to finish with cat and blade. Hand crew working on ditches and laying tile at private entrances. During the week, contractor brought in a cat, scraper, and large blade for fin~~p~~ishing.

March 19 to 27. Contractor tried finishing shoulders but gave it up. Too wet. Hand crew on ditches and burnig debris.

March 28 to Apr.1 Too wet for cat and blade. Hand crew on ditches.

April 2 to 8. Contractor did some finishing this week. Also filled and graveled some private approaches. Used Slate's cat and blade.

April 9 to 15 Contractor had the fresnos trying to scrape up section between station 107 and 132. Cat and blade made two trips over shoulders from and one trip from station 132 to 213 but material still too

handle.

April 16 to 22. Contractor ran cat and blade overshoulders latter half of week. Small team outfit worked on section from station 107 to 132 and got this section fairly well shaped up. Small crew worked on ditches. Shoulders are drying out.

April 23 to 29. Contractor finished section from station 100 to 132 with cat and blade. Cat and balde crew worked all week on shoulders. Small crew on dithches and slopes. Finished picking up all debris lying along shoulders and burned it.

April 30 to May 6. Contractor had a crew of 19 men on ditches and slopes this week. No cat and blade work accomplished due to rain.

May 7 to 14. Contractor had 8 men on ditches and slopes this week. No cat and blade work due to wet shoulders.

May 15 to 20. Contractor finished graveling private approaches this week. No cat and blade work as shoulders are still too wet.

May 21 to 27. No finishing this week. Still toowet.

May 28 to June 3. Contractor resumed finishing with cat and blade on June 1. Also had team and fresno drifting material on shoulders where necessary.

June 5 to 14. Contractor finished blading and trimming of shoulders and ditches. Job completed June 14. Final estimate completed at this time.

R. O. Johnson
Res Engr

SUMMARY OF WORK, MOVING POWER LINE

ON ALBANY TANGENT JOB 22 P C

Dec. 1st, 1932 started digging holes for poles at station 133 working north.

Worked Dec. 1st to 16th inclusive, except Sundays. To Dec. 10th poles were moved from Station 133 to 120. Holes were excavated back to Station 65+00. To Dec. 17th line had been moved back to 39 foot line from Station 133-106. No work on Dec. 17th and 18th. Resumed work Dec. 21st and continued to Dec. 23rd inc. No work Dec. 24th to 26th inc. Worked Dec. 27th. No work Dec. 28th to Jan. 2nd inc. due to crew being on repair work at other places.

Jan. 3rd to 15th inclusive, work continued. No work Jan. 16th to 25th inclusive due to storms and repair work on other lines.

At the end of the week on Jan. 14th line had been moved back from station 133 to 50. Resumed work on Jan. 26th and on Feb. 4th poles had been moved back up to station 0+00 but crew worked until Feb. 8th on wires and guys. No work Feb. 9th to 11th inclusive. Resumed work on Feb. 13th going south from Station 133+00 and continued to Feb. 18th inclusive. On Feb. 18th stopped by Felzer Bros. farmers, who refused the crew permission to anchor temporarily in their field. On Feb. 18th line had been moved back from Station 133 to 170.

Resumed work on Feb. 24th and continued through to March 6th completing work to Station 205, which was as far as poles interfered with contractors work.

R.O. Johnson
Res Engr

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

63

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

HOUSE MOVING

In regard to houses, none interfered with contractor's operations. Mr. Harris' house on the east side of the highway opposite station was moved during the month of April.

The Mother's Inn property and two service stations in Tangent were moved during Dec., January and February, well ahead of contractor's operations.

R.O. Johnson
Res Engr

OREGON ST

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

568

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

SUMMARY OF WORK MOVING TELEPHONE LINE

November 19th to Dec. 3rd, 1932, no work had been done moving line but poles were delivered on the job.

Began work on Dec. 3rd, and on Dec. 10th line had been moved back from Station 80 to 120.

At the end of the week on Dec. 17th, line had been moved back from Station 10 to 133 except a few old poles remaining in the ground. One days work would complete getting old poles out.

At the end of the week on Jan. 14th the telephone line on the entire project had been moved but crew worked the balance of the month on wires and guys.

R.O. Johnson
Res Engr.

568

ROBERT G. DIECK
MEM. AM. SOC. C. E.
CONSULTING CIVIL ENGINEER
FAILING BUILDING
PORTLAND, OREGON

August 16,1934.

Mr.R.H.Baldock

Highway Engineer

Salem,Oregon.

Dear Mr.Baldock :- At the hearing on August 24th,arranged by you in a telegram to Mr.King,we will be glad if you have ready for examination and discussion the following documents touching the work under the Logan contract,Albany to Tangent ;-

1- Letter to Pacific T.and T.Co.,ordering the resetting of its pole line
2- Same to Mountain States P.Co.
3-Correspondence with property owners touching the required removal of obstructions from acquired right of way.
4- Any cost data or reports by the engineering force on the Logan work.
5-Map of obstructions in the right of way to be acquired which was exhibited to intending bidders.
6- Correspondence or reports upon the operations of Logan which would indicate that he had been violating wage schedules or other infractions of contract provisions.
7- All right of way pouches which might give light on operations of the R.of W.agents.

If you would be good enough to have these papers ready for examination at the time of the hearing our discussion will be much expedited and we will not be depending upon the memory of anyone.

This is written after discussion with Mr.King who agrees in my request.

Yours truly

Robert G. Dieck

Contact Mason

568

CAMANT
HOMPSON
H. KING

BORDEN WOOD
LYNDON L MYERS

McCAMANT, THOMPSON & KING

ATTORNEYS AND COUNSELORS AT LAW

SUITE 926-931
AMERICAN BANK BUILDING
PORTLAND, OREGON

SUBJECT

August 16, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will thank you for your telegram of August 15, and confirmation thereof advising that conference on Logan claim will be held on morning of August 24th. The writer has taken conference up with Mr. Robt. Deik, and advise that date is satisfactory. You are, therefore, advised that Mr. Deik and myself will appear for a further conference on the morning of August 24th, at the hour of 9:00 A. M., unless this hour is not satisfactory.

Yours very truly,

Ralph H King

RHK-L

Mr Dennis.

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

TARY

OREGON STATE HIGHWAY COMMISSION
SALEM

August 11, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

In regard to the claim of Logan Construction Company for additional compensation and damages on Contract No. 1424, Albany-Tangent Section, due to right of way delays.

Both the written and verbal presentation of this claim are based upon the presumption that the contractor could have used a cat and blade grader in the grading of this section had all the right of way been acquired and the public service poles moved prior to the award of the contract, and that the losses were incurred by reason of his inability to use this equipment as contemplated.

Section 5 of our General Provisions under"Right of Way Delays" provide: "If through the failure of the State Highway Commission to acquire rights of way, the contractor sustains loss which could not have been avoided by the judicious handling of forces and plant there shall be paid to the contractor such amount as the engineer may consider to be a fair and reasonable compensation for such part of the contractor's actual loss as, in the opinion of the engineer was unavoidable and could not have been reduced. In no case however, shall any compensation be made to cover loss of anticipated profits or indirect loss of any kind and actual loss shall be understood to include no items other than necessary payments for idle time, cost of extra moving of equipment and cost of longer hauls."

Therefore under the above provision the loss claimed must be due to idle time, cost of extra moving of equipment and cost of longer hauls, and any indirect loss claimed by the inability to have used blade graders must be eliminated by this provision as well as by the other following facts:-

The Special Provisions provide that "Hand or team labor methods shall be used for excavating all earth materials,(Page 13). The contractor's claim that this is modified by Federal Aid provision that

"Turnpike sections may be constructed by means of power hauled graders," is not at issue as the contractor requested and received permission to use a small shovel to excavate the material. He endeavored personally and through the County Court to procure sufficient teams in Linn County to do this work and at a last resort contemplated moving in teams from Eastern Oregon. However, the local authorities considered that more local benefit would result from the use of a small shovel than by importing foreign teams and the contractor requested the highway department to approve this arrangement, Therefore since the contractor voluntarily requested permission to use a certain method in excavating the material, he cannot go back if his own scheme and claim costs based upon some other method. Any claim for delays must therefore be based upon the modified plan as proposed, accepted and used by the contractor.

Were this testimony refuted and were it held that the contractor had attempted to use blade graders and discarded them because of insufficient right of way to operate them, then it can be shown that the shovel operation was the cheaper method of moving material, due to the large amount to be hauled and that under the most favorable conditions the cost of handling this work by blade grader would have practically equalled the cost incurred by the actual shovel operation.

Actual cost by shovel operation:

27821 Cu. Yds.		at $.43	$11,963.03

Grading and hand loading costs in favorable circumstances:

15200 Cu. Yds.	Side cast	at $.18	2,736.00
12,621 " "	Hand loading	" .67	8,456.00
			$ 11,192.00

The cost of hand loading are based upon the Aurora-Hubbard job performed about the same time under more favorable conditions in more sandy material.

The contractor having elected and secured permission to use a small shovel, he could only operate over a small area at a time and therefore it was unnecessary to furnish all the right of way immediately. It is apparent that sufficient right of way was continuously available for his actual operations and that little or no expense was caused him for that reason.

It is my recommendation that we refuse to consider this claim as based upon blade grader operations and insist that the contractor confine all claims to those encountered in his actual operations.

Statement of contractor is returned accompanied by reports for B. O. Johnson and E. H. Clymer.

Yours very truly,

H G Smith

HGS/H

H. G. SMITH,
Construction Engineer.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

56B

September 29, 1934

RECEIVED
OCT 3 - 1934
OFFICE OF
CONSTRU[illegible]

Mr. W. E. Chandler,
Office.

Mr. F. D. Eason,
Office.

Mr. H. G. Smith,
Office.

Mr. B. O. Johnson,
Albany, Oregon.

Mr. E. O. Campbell,
Portland, Oregon.

Mr. E. Clymer,
Office.

Gentlemen:

Mr. Baldock has called another conference to consider the Logan Brothers' claim, the conference to be held here in Salem next Saturday, October 6, 1934, and he would like to have each of you present at that time.

Mr. Dieck, representing Logan Construction Company, has filed a further or supplemental report in which he sets out various grounds upon which it is their contention they can successfully predicate claims for extra compensation. Inclosed is a copy of that report or statement and you are requested to study the report and be prepared at the conference to give your answers to the various contentions or representations made to the end that we may be able to disprove the statements if they are not true, or admit their truth if they are true and justified admissions.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:PW

cc Mr. R. H. Baldock

ROBERT G. DIECK
Mem. Am. Soc. C. E.
Consulting Civil Engineer
Failing Building
Portland, Oregon

September 13, 1934.

Notes from files on Albany-Tangent contract with Logan Cons. Co. Contract 1424.

Memo by Smith to Baldock 8-11-1934.

- a. Allegation that section 5 applies
- b. Not a turnpike section in the meaning of the term
- c. Estimated cost by shovel 11-963.03
  " " " hand 11-192.03 diff. 771.03

Recommends that claim be rejected and contractor be required to make any claim on the basis of actual conditions.

Memos by Johnson - all of no date, but believed to have been prepared August 1934.

1. On power pole moving
2. On telephone pole moving
3. On history of the work
    - a. Says Logan expected to use hand labor
    - b. Logan had had negotiations with county court of Linn and Salem office for the use of teams from Eastern Oregon and later proposed use of power shovel about Nov. 11, 1932. (Logan vigorously denies any intention to employ teams from any place except Linn Co. and acknowledges the difficulty of hiring teams from the local farmers. He alleges that entirely because of the delays in R. of W. acquirement he had had to abandon his plan of using cat and blades for what he considered a first rate example of turnpike section, which could be undertaken if long stretches of the line had been open to his operations.)
    - c. Because of the lack of any R. of W. on either side on Nov. 7 when he appeared on the work, Logan had been forced to commence operations at sta 97-00 East.
    - d. Johnson reports filling ditches had interfered with his work as early as Nov. 15, but nothing was done to correct this until late in December, when force account order to open the drainage ditch west from sta about 33-00.
    - e. From Johnson's memo and from the R. of W. reports of Campbell it appears that R. of W. between 34- and 201 East had not been secured until Nov. 26 - 19 days after Logan had reported ready to operate *see memorandum # 2 of Johnson on disturbance to work by failure of Pac. T. and T. Co. to move poles from line of work.
    - f. Johnson says that telephone lines being moved by Nov. 26, but corrects this by letter Aug. 15, 1934, saying that nothing was done on line until Dec. 3.
    - h. Johnson alleges that all rights of way (apparently on both sides of the line) had been secured by Dec. 3, except in South Albany Add. and at Tangent. From the deed records

many property owners had not completed their acknowledgements to options until considerably later. Details of these delays have been platted on a calendar chart which is in our possession.)

1. On Dec. 12-17 Johnson reports that telephone poles had been moved between 10-133, as had fences. No mention is made of any removal of buildings or other obstructions and as no record of the obstructions in the R. of W. exists or may be found, no definite opinion on this point may be hazarded.

Memo by Clymer 8-10-34

A total of 27-821 c. y. of excavation is mentioned which volume is classified as

15-200 c.y. turnpike section	and might have been moved by cat and blade in dry weather but on account of wet weather was moved by shovel. (We allege that if R. of W. had been available in proper length, in time, Logan might have accomplished a considerable portion of this grading work before the December rains appeared.)
2-100 c.y. overhaul -300'	(In dry weather such as was in the earlier part of Nov., this might easily have been moved by teams and fresnos)
2-900 c.y. truckhaul -1000'	(We contend that this in any case must have been done by wagon as the only practical and economical method of accomplishment.)
7-600 c.y. borrow	(Of course cat and blade methods would not apply.)

Observations on this memo
****

In our opinion Clymer makes good our case that the problem before Logan was distinctly turnpike work, for the first and second items amounting to 17-300 c. y. were cat and blade work. Logan never intended to imply that every operation of grading was to be classified as turnpike work. Attention is also called to the original estimates that no item for borrow appears. In all fairness this ought to be excluded from the consideration of types of work to govern the job and be viewed as a separate item quite distinct from the major job. Of course excavation was paid under the general item of grading and haul under a separate item in the bid. The result in the worst aspect of the case should be based upon only the total excavation less borrow as related to the volume susceptible of movement by turnpike method. From this angle 20-200 c. y. were to be moved of which 17-300 were turnpike section or 85.6 %, which we submit is a considerable part of the total excavation.

A pencil memorandum in the files shows as follows

Volume of work around poles	97-106	3757.3 c. y.
	180-210-	1859.06
		*********
		5616.36 c. y.

(We do not know the precise significance of this note but if it be the yardage affected by pole disturbance, we submit that for the entire line there was measureably much more disturbance.)

Weekly reports by Johnson

Week ending Nov. 19. Property lines in bad shape and retraced lines, causing delays in writing descriptions.

26. Logan worked cut 97-106.50 all week with fill 81-97
Crew staked 72-106.50
"Contractor carrying out instructions".

Dec. 3. Completed grading 78-106.50
Telephone company did no work on line but hauled poles.
Power co. started work on pole line 123-133 with 8 men working 3 days.
Staked 76-81 and 106-50 to 133 (apparently on west side?)
Campbell reports having completed options in section except at Tangent and at South Albany. (Deed records do not show that to be the case.)
Chandler visited the work Dec. 2.

Weed ending Dec. 10. NO POLES REMOVED AS YET, though power co. set poles on new line 120-132, and excavated holes 120-165.
Telephone poles out of way 80-120
After next week because the contractor will have to do work on revised alignment 108-132, THE COMPANIES SHOULD HAVE CONSIDERABLE LENGTH OF LINE OUT OF CONTRACTOR'S WAY.
FENCE WORK RATHER SLOW BUT OWNERS ADVISED TO HURRY WORK.
NEARLY ALL SECTIONS UNDER OPTION.

17. Reset stakes for revised grade 117-132.50 to remove sag in grade. Smith and Eason were on the job Dec. 13, to discuss proposed change in grade.
CONTRACTOR'S WORK CONFINED TO SECTION 85-117
Work rather slowed down because of cold weather (but there is no mention of cessation of work on account of hard freezing of ground.)
Power co. moved line 106-133 and old poles out of way.
Tel. co. has moved line 10-133 BUT THERE ARE STILL SO POLES IN CONTRACTOR'S LINE
FENCE MOVING AT A STANDSTILL A/C FROZEN GROUND # ALL WEEK.
C. L. into Tangent not produced as yet and work there not possible. Tangent descriptions not written.

24. First mention of delays of moment by weather
Power co. worked 3 days on moving.
No mention of tel. co's. operations.

31. CONTRACTOR WAS WORKING ON DRAINAGE DITCH (WHICH CAUSED THE FLOODING OF SIDE DITCHES MENTIONED IN THE NOV. REPORTS.)

Jan. [illegible] grade East 11-65 and established C. L. at Tangent
[illegible] co. MADE FAIR PROGRESS on 50-133 setting line.
[illegible] SHOULD REACH LIMITS OF ALBANY BY THE END OF NEXT
[illegible] IF PRESENT RATE OF PROGRESS IS MAINTAINED.
[illegible] HAS COMPLETED SETTING OF ENTIRE LINE.

MAJOR PORTION OF PROPERTY OWNERS HAVE RESET THEIR FENCES.
(There has been no mention in any report of removal of building, signs, etc., though it is known that such were then in the desired strip)

Letter to Foster and Kleiser Jan. 27, asking removal of its signboard at Albany.

Week ending Jan. 28. Stakes set for excavation 0-11 on the 27th.
GREAT TROUBLE OVER PROPERTY LINES
Power co. worked 3 days moving poles.

Feb. 4. Grading stakes C. L.-West 0-34 also for private entrances 30-53
SHOVEL WORK DAY AND NIGHT.

11. Four 5 hour shifts all week and contractor has completed rough grading W. 0-58.
Staked grades to 58 and for some private entrances, also E. and W. slope stakes 132-200

Letter from O'Neil to Johnson 2/14/33 says very anxious to have data on properties for R. of W. record of office.

Reply by Johnson 2/15/33 Many inaccuracies in the lines but may expect soon.

Week ending Feb. 18 Completed rough grading W. 0-68 and moved Monday A. M. to 205.85 on E.*****"As power co. is moving power poles back on West side." Contractor has completed excavation E. 150-205.85 as well as FINISHED GRADE FOR DITCHES E. 63-71 and W. 45-58.

The reports for the weeks following deal with minor details of construction and sandpapering.

LETTER OF CHANDLER TO BALDOCK Jan. 13, 1933, contains the following significant sentences, following an inspection of job.

"THE REMAINDER OF THE JOB (beyond 5000-6000 c. y. of borrow) WAS TO BE MADE FROM SIDE BORROW OR TURNPIKE SECTION ON WHICH THE CONTRACTOR HAS ALLOTTED (elected?) TO USE TRACTORS AND BLADES".

"I CAN SEE NO ACTUAL VIOLATION OF THE CONTRACT ON THIS (use of shovel to sidecast) AS ALLOWED EQUIPMENT WHICH WOULD BE A TRACTOR AND BLADE WOULD BE ABOUT THE SAME AMOUNT AS THE SMALL SHOVEL".

(It would seem therefore that in January 1933 the department did consider that the job was definitely a turnpike section job and that the contractor was doing his work to good advantage under distinctly adverse conditions resulting from R. of W. delays of moment which had thrown his work into severe weather.)

#1424

& return
to the files.

#215

, 1933

Gentlemen:

I am returning to you letter directed to you by the State Industrial Accident Commission, being dated July 27, 1933, wherein that Commission releases you from its claim in the sum of $91.89.

This letter does not state to which project this applies, but we presume that it is the Albany-Tangent job.

I have retained a copy of this letter for the files of the State Highway Commission.

Very truly yours

Secretary

HBG:AJ

#1424

August 16, 1935

Logan Construction Company
Brightwood
Oregon

Gentlemen:

I am returning to you letter directed to you by the State Industrial Accident Commission, being dated July 27, 1935, wherein that Commission releases you from its claim in the sum of $91.89.

This letter does not state to which project this applies, but we presume that it is the Albany-Tangent job.

I have retained a copy of this letter for the files of the State Highway Commission.

Very truly yours

Secretary

HBG:AJ

C O P Y

LOGAN CONSTRUCTION CO.

Arlington, Oregon

July 27, 1933

Logan Construction Co.
Brightwood
Oregon

Gentlemen:

This will release you from our claim we filed with the Oregon State Highway Commission for $91.39. The money was received as follows:

May 19,	$57.55
May 24,	24.65
July 27	9.19
July 27	.91

State Industrial Accident Comm.

By Ralph H. Campbell
B RHB

56 B

August 21, 1938

The United Contracting Company
311 Stock Exchange Building
Portland, Oregon

Attention: Mr. A. R. Harr

Gentlemen:

Reference is made to your letter of August 20th, requesting a copy of the special freight rate made by the Southern Pacific Company on the crushed gravel shipped from Eugene for use on the Albany-Tangent project.

As our department did not participate in the negotiations which resulted in the granting of this special freight rate, we have no information pertaining to it. Our only connection with the matter was in granting to the railway company authority to consign the shipments to the State Highway Commission.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

MEMBER
BUILDERS EXCHANGE

WE DO OUR PART

THE UNITED CONTRACTING COMPANY
~~109 NORTHWESTERN BANK BUILDING~~
~~PHONE MAIN 3099~~
PORTLAND, OREGON
211 STOCK EXCHANGE BUILDING

August 20, 1934.

Oregon State Highway Commission,
Salem, Oregon.

Attention Mr. S. H. Probert.

Gentlemen:

Will you kindly send us a copy of the special freight rate made by the Southern Pacific Company to the State Highway Commission covering the freight rate, showing rate and conditions, on the oil rock shipped by The Eugene Sand & Gravel Company, Eugene, Oregon, to the Albany-TangentProject.

Yours very truly,

ABH/C

THE UNITED CONTRACTING COMPANY,

By A. B. Harr,
A B Harr
Superintendent.

Form 338—5M—2-34

5-6B

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 11, 1934

Section Albany- Tangent

Kind of work Pavement Widening

Highway Pacific

Section prefix 22PC-2

Contractor United Contracting Co.

Contract number 1538

Date of contract Nov. 15, 1933

Date of completion July 31, 1934

Date work started Feb. 1, 1934

Estimated date of completion Completed Aug. 6th, 193

Amount of contract . . . . $ 69699.50

Per cent of time elapsed [illegible] %

Estimated cost of completed project, exclusive of engineering . . . . $ 85925.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering costs to date, $ 3501.50, 5.08 %

Date project was completed ...., 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed rolling shoulders on Monday, and moved equipment into Albany. No crew employed this week except roller man and service truck men.

Party remeasured and computed borrow at south end of job on Tuesday and Wed. AM.

Final estimate will be completed this week.

RECEIVED
AUG 14 1934
OFFICE OF
CONSTRUCTION

Signed R. C. Johnson

Address Corvallis.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACIN	MA TENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... **County,** ....%; .... **County,** ....%; .... **County,** ....%; .... **County,** ....%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	.... COUNTY	.... COUNTY	.... COUNTY	.... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
....							

Equipment used during week: Shovels ...., **Power graders** ...., **Rollers** ...., **Mixers** ...., **Crushing or screening plants** ....,

Compressors ...., **Bull dozers** ...., **Sheet-foot rollers** ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

56-B

July 25, 1934

Mr. Floyd R. Billings
Waldport, Oregon

Dear Sir:

Reference is made to your letter of July 20 regarding your claim against Logan Construction Company for services rendered on the Albany-Tangent project, State Highway Contract No. 1424.

We have not yet made final settlement for this work and it is my suggestion that you take the matter of your claim to the bonding company's attorney, Mr. Ralph King, whose address is American Bank Building, Portland. It is my understanding that Mr. King is settling the claims arising out of Logan Construction Company's projects.

Yours very truly,

HBG:MC

Secretary

Waldport Oregon
July 20 - 1934

Mr H. B. Galaisyer
Sec. State Highway Commission
Salem. Oregon

Dear Sir:

I have a labor claim filed against the Logan construction Company of $32.85 for work I done for them on the Albany Tangent section - in January to May. 1933. I filed my claim with you at that time

- I would like to know if you have made a final settlement with them

The above understanding and agreement is hereby approved.

____

R. H. BALDOCK
STATE HIGHWAY ENGINEER

I lived at Newport at the time of my last correspondence with you I now am at Waldport Oregon.

Do you think I have any chance of getting my money.

Awaiting an early reply

Yours Truly
Lloyd R Billings

8-8-1 15093 000 8-34

Commissioners
Leslie M. Scott, Chairman, Portland
Carl G. Washburne, Eugene
E. B. Aldrich, Pendleton

H. B. Glaisyer, Secretary

R. H. Baldock
State Highway Engineer
Salem

56-B

OREGON STATE HIGHWAY COMMISSION

Office of WM. E. CHANDLER, Division Engineer
SALEM

July 21, 1934.

In Reply Please
Refer to File No.
22 PC-2

United Contracting Co.,
311 Stock Exchange Bldg.,
Portland, Oregon.

Gentlemen:

In connection with your contract on the Albany-Tangent bituminous resurface work:-

It was verbally agreed with your representative, Mr. A. D. Marr, to release you from the final seal on the north three miles of this contract so as to permit the oiling crew to depart without delay for work on another state contract, the remaining bituminous macadam not being cured sufficiently for the final seal at that time. The plan was to do the rest of this work by the state oiling crew which would be available in this vicinity several weeks thereafter. It is now planned to complete this seal work under state force order within the next few days.

It is hereby understood and agreed that the United Contracting Company releases the State from all claims of whatever kind because of the elimination of the final seal on this section of your contract which is now to be done by state forces.

As a matter of record, please sign the attached statement at the foot of this letter.

Yours very truly,

R. D. EASON
Assistant Division Engineer.

RDE:ER
cc Mr. R. H. Baldock
Mr. H. G. Smith
Mr. Wm. E. Chandler

The above understanding and agreement is hereby approved.

PR-5-6-B

May 28, 1934

Mr. W. C. Pelham
Editor, Halsey Journal
Halsey, Oregon

Dear Mr. Pelham:

Your issue of May 24 contains an interesting editorial on the Albany-Tangent widening. The cost of this work is some $77,000, paid with federal funds. This money could not be applied to county roads in Linn County or in any other county away from the federal primary system. In other words, if this money had not been expended in Linn County on primary roads, it would have been expended on primary roads in other counties. Federal money, as you know, for primary highways must be applied to primary highways, none other. It cannot be used for improving county roads or maintaining either roads or highways, but for construction only. In other words again, we are building a highway for Uncle Sam to provide for fast traffic and perhaps for the movement of Uncle Sam's armies and commerce.

The money which was applied to the Albany-Tangent project was badly needed in other parts of the state but I personally intervened to apply it on the highway in your county, in order to accelerate traffic there and to provide local employment. The argument which you present in your editorial, while interesting and echoed in other parts of the state, if followed, would have deprived your county of the expenditure and Linn County people of the benefit.

Please bear in mind that Uncle Sam pays no money for maintenance of roads in Oregon, only for construction. The improvement of county roads, as you have it in mind, is maintenance and is so classed by the U. S. Bureau of Public Roads. For such maintenance the funds must be either county or state. There are no state funds for this purpose in your county beyond the work that is now going on. As you may know, there is no state money for construction and there is limited money for maintenance, but only for mileage in the state highway system, primary and secondary. The roads which you have in mind are apparently county roads and are not in the state highway system. The State Highway Commission does not have funds wherewith to take over the maintenance or improvement of county roads.

I trust that this explanation will afford you useful information.

4 copies made

The Albany-Halsey project will provide a standard improvement. If we had had the funds we would have extended it farther south. This is a main highway in Oregon, and should not be considered as a local road, although local interests will benefit. It is really a national highway receiving national funds for national uses.

I thank you for sending the copy of the Halsey Journal of May 24.

Yours truly,

Chairman

LMS es

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

Ore. USPW NRH 56-B

April 12, 1934

RECEIVED
APR 13 1934
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

ox
For

Agr-11989

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRH-56, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—6518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of March, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 27th day of January, 1930, a revised project statement, which was approved by the Secretary on the 5th day of April, 1930 for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 28th day of October, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seventy-six thousand, six hundred sixty-nine and 45/100 dollars ($76,669.45) as the share of the United States payable under said act on account of Section B of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State **under provisions of the National Industrial Recovery Act.** (Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between **survey station 0+00 on the south city limits of Albany in SE¼ of Section 12, T 11 S, R 4 W, W.M., and survey station 408+00 on the section line between Section 13, T 12 S, R 4 W, and Section 18, T 12 S, R 3 W, W.M., (excepting therefrom existing bridges on which no surfacing is required)**

, length **7.243** miles, in **Linn** County, being Section **B** of **Oregon U.S.Public Works** project No. **NRH-56**, consisting of **7.243** miles of roadway and **no** bridges, ~~each~~ of more than 20 feet clear span, ~~of miles in length~~ **known locally as the Albany-Tangent Section of the Pacific Highway between official control points Junction City and Albany.**

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 3 of said project shall not in any event exceed the sum of seventy-six thousand, six hundred sixty-nine and 45/100 dollars ($ 76,669.45), certified to the Secretary of the Treasury as above mentioned, which ~~[illegible]~~ ~~not exceed the authorized Federal pro rata share of~~

~~dollars ($ is xxxxxxx)~~ the approved total estimated cost of Section 3 of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 4 day of april, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott
Chairman, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission
(Title of officer)

By Carl Washburne
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Secretary of Agriculture

BY P. St. J. Wilson
Acting Chief, Bureau of Public Roads

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF **Oregon**

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as **U.S. Public Works** Project No. **NRH-56-B** State of **Oregon**

SECOND. That in accordance with said provisions I have approved the sum of $ **78,669.45** as the total estimated cost of said project, and the sum of $ **78,669.45** as the share of the United States, payable under said acts on account of such project, which **is the** ~~does not exceed the authorized Federal~~ ~~[illegible]~~ total estimated cost.

Done at the city of Washington, this 4 day of April one thousand nine hundred and thirty-four

Secretary of Agriculture
~~*Secretary of Agriculture.*~~

By P. St. J. Wilson
Acting Chief, Bureau of Public Roads

April 4, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the work to be done on the Albany-Tangent Section, Project No. NRH 56-B, under the classification "Pavement Widening, Type PW-3."

In setting up the quantities in the agreement estimate for this type of work, the condition was overlooked that payment for shoulder trench excavation is to be made under the item of "Excavation, Single Classification," and that the lower course of shoulder materials is to be furnished under the item of "Gravel Borrow." Accordingly, a revised estimate has been prepared which gives a correct segregation of the contract quantities for the two types of roadwork to be done on the project and six copies of the revised estimate are being enclosed herewith.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/RR

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH 56-B

ALBANY-TANGENT SECTION OF THE
PACIFIC HIGHWAY IN LINN COUNTY

(Substitute estimate for vouchering. Based on low bid prices)

Salem, Oregon, April 2, 1934

Pavement Widening, Type PM-3 (Sta. 0+00 to 57+00) (Sta. 65+00 to 107+00) (Sta. 134+00 to 140+50) (Sta. 151+00 to 406+00)

5,300	cu. yds.	Excavation	$ 0.45	$ 2,385.00
5,000	" "	Gravel Borrow	0.85	4,250.00
500	yd. mi.	Truck Haul	0.20	100.00
80	lin. ft.	12" Concrete Tile	1.00	80.00
30	" "	12" Concrete Pipe	1.10	33.00
8	cu. yds.	Class "A" Concrete	24.00	192.00
900	lbs.	Metal Reinforcement	0.06	54.00
6.4	miles	Preparation of Base	75.00	480.00
5,200	cu. yds.	Furnish, Haul and Place Min. Aggr.	4.00	20,800.00
285	tons	Asphalt in Place	26.70	7,609.50
62	"	Emulsified or Cut-back Asphalt in Seal Coat	24.80	1,537.60
3,600	cu. yds.	Crushed Gravel Shoulders	2.25	8,100.00
		Sub-total		$ 45,621.10
		10% Engr. & Cont.		4,562.11
		Total- - - - - - - -		$ 50,183.21

Length of Roadwork 6.389 miles
Cost per mile $ 78,546.26

Bituminous Macadam Wearing Surface, Type B-12 (Sta. 57+00 to 65+00) (Sta. 107+00 to 134+00) (Sta. 140+50 to 151+00)

1,700	cu. yds.	Excavation, Single Classification	$0.45	$ 765.00
17,200	" "	Gravel Borrow	0.85	14,620.00
5,000	yd. sta.	Overhaul	0.02	100.00
80	lin. ft.	36" Concrete Pipe	5.00	400.00
0.9	mile	Preparation of Base	75.00	67.50
1,200	cu. yds.	Furnish, Haul and Place Min. Aggr.	4.00	4,800.00
75	tons	Asphalt in Place	26.70	2,002.50
8	"	Emulsified or Cut-back Asphalt in Seal Coat	24.80	198.40

500	cu. yds.	Crushed Gravel Shoulders	$ 2.25	$ 1,125.00
			Sub-total	$ 24,078.40
			10% Engr. & Cont.	2,407.84
			Total- - - - -	$ 26,486.24

Length of Roadwork	0.854 mile
Cost per mile	$31,014.33

National Recovery Highway Funds Requested:

Pavement Widening, Type PW-3	$ 50,183.21
Bit. Macadam, Type B-12	26,486.24
	$ 76,669.45

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.
State Funds for Maintenance: Chapter 41, Laws 1927.

5-6-B

March 6, 1934

Hammond Lumber Company
Albany, Oregon

Gentlemen:

It is our understanding that you have a claim against the Logan Construction Company for lumber furnished that contractor in connection with State Highway contract No. 1424 for the construction of the Albany-Tangent Section of the Pacific Highway in Linn County, which claim amounts to $18.73.

A study of this claim reveals that a portion of it, amounting to $8.32, was incurred for force account work and is rightfully a charge against the State. Ordinarily we pay such items direct to the contractor and he in turn pays the dealer by whom the material was furnished. In the present instance this item was not included in the contractor's estimate, therefore, we have elected to pay it direct.

In view of this decision we shall be pleased to honor your invoice in the sum of $8.32 if presented to this office for payment in triplicate.

In regard to the balance of your claim I advise that you must look to Logan Construction Company for payment because the material furnished did not enter into our project.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn
c.c. McCamant, Thompson & King, Attorneys
American Bank Building
Portland, Oregon

WALLACE McCAMANT
W. LAIR THOMPSON
RALPH H. KING

BORDEN WOOD
LYNDON L. MYERS

McCAMANT, THOMPSON & KING

ATTORNEYS AND COUNSELORS AT LAW

SUITE 926-931
AMERICAN BANK BUILDING
PORTLAND, OREGON

SUBJECT

March 5, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention: Mr. H. B. Glaisyer, Secretary

This will acknowledge yours of March 3 with respect to the claim of Hammond Lumber Company. We note that the state is only liable on this claim in the amount of $8.32. Will you be kind enough to pay that amount to Hammond Lumber Company and advise us when that payment has been made.

Very truly yours,

McCamant Thompson & King

K/T

#1424

5.6LB

March 9, 1934

New Amsterdam Casualty Company
Seeley & Co., Agents
Board of Trade Building
Portland, Oregon

Gentlemen:

Inclosed is copy of notice of claim filed in the office of the Secretary of State by Theodore Hoflich in the sum of $105.15 for sand and gravel furnished to Logan Construction Company in connection with the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County, state highway contract No. 1424.

This information is being given to you inasmuch as you appear as surety on the bond furnished by the contractor.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HHG
jn

c.c. Logan Construction Co.
Arlington, Oregon

1424

March 3, 1934

Hon. P. J. Stadelman
Secretary of State
Salem, Oregon

Dear Sir:

This will acknowledge receipt of your letter of March 2 inclosing three copies of notice of claim filed by Theodore Hoflich for $105.15 for sand and gravel furnished by him to Logan Construction Company in connection with the construction of the Albany-Tangent Section of the Pacific Highway in Linn County, state highway contract No. 1424.

As is our usual practice, we are today forwarding to the contractor and his surety copies of such notice for their information.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

P. J. STADELMAN
SECRETARY OF STATE
SALEM, OREGON

March 2, 1934

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information three copies of a notice of claim by Theodore Hoflich for $105.15 against the bond taken from Logan Construction Company, principal, and New Amsterdam Casualty Company, surety, for work on the Albany Tangent Section of the Pacific Highway, contract No. 1424.

Please acknowledge receipt of the copies.

Yours very truly,

P. J. Stadelman
Secretary of State

HM
encs. 3

COPY

February 17, 1934

To the State of Oregon,
Hal Hoss, Secretary of State
of the State of Oregon,
Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, Theodore Hoflich, has a claim for sand and gravel in the sum of $105.15 against the bond given by Logan Construction Company, an Oregon corporation, as principal, and New Amsterdam Casualty Company, a New York corporation, as surety, for the work of furnishing sand and gravel on the Albany Tangent Section of the Pacific Highway, State of Oregon, under contract No. 1424 with the State Highway Commission of the State of Oregon.

Theodore Hoflich (signed)

Endorsed:
File No. 2409
Filed February 24, 1934
P. J. STADELMAN, Secretary of State

[illegible]
CARL G. WASHBURNE, [illegible]
E. B. ALDRICH [illegible]
H. B. GLAISYER [illegible]

5-6-10

OREGON STATE HIGHWAY COMMISSION
[illegible]

March 3, 1934

McCamant, Thompson & King, Attorneys
American Bank Building
Portland, Oregon

Attention Mr. Ralph H. King.

Gentlemen:

With further reference to the claim of Hammond Lumber Company against the Logan Construction Company, I have just received a communication from our Resident Engineer B. O. Johnson, who had charge of the Logan contract between Albany and Tangent, wherein he advises that the only item of the Hammond Lumber Company's claim which the state is obligated to pay is the amount of $8.32 for certain lumber purchased by Logan Construction Company on February 18, 1933, as represented in the copy of the invoice accompanying your letter of February 24, 1934. The other items, he explained, are materials for a tool box Logan brothers had on the job and material for extending the height of the dump bodies on the trucks of the contractor, with the exception of the split cedar posts which are a separate item. Mr. Johnson also states that these cedar posts were not ordered in connection with the work for the State Highway Department.

In view of Mr. Johnson's report we find it necessary to decline payment of all items of this bill with the exception of $8.32 previously acknowledged by us.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Corvallis, Oregon.
February, 28, 1934

IN REPLY PLEASE REFER TO FILE NO

1934

Mr H.B. Glaisyer,
Secretary,
State Highway Commission,
Salem , Oregon.

Dear Sir;

In reply to your letter of February 26th, in regard to bill of Hammond Lumber Co. against Logan Construction Co. I find that the only item which is a State obligation is the item for February 18, 1933 in the amount of $ 8.32. The other items are materials for a tool box, which the Logan Bros. had on the job and also extensions in height on the dump bodies for the trucks, except the split cedar posts. I cannot recall the circumstances of the posts. They did not build any fence as this was not required of them. The posts were not ordered for any work by our department.

Very truly yours

Johnson

Resident Engineer.

CC. W.E. Chandler,
" F.D. E

HAMMOND LUMBER COMPANY

Albany, Oregon

January 19, 1934

Sold to - Logan Construction Co, (Highway south of Albany)
Albany, Oregon

- - - - - - - - -

COPY

Jan. 5th '33	6 -	1x12 16 # 1 Com		96 ft	20.00	1.92	✓
"	3	2x6 16 "		48	18.00	.86	✓
"	20 L.ft.	2x8 "	27				
"	40 "	2x10 "	67				
"	26 "	2x12 "	52	146ft	18.00	2.63	✓
Jan.11th '33	30	Split cedar posts			.13	2.60	✓
14th "	38 L.ft.	1x6 # 1 Com	19				
"	60 "	1x12 "	60	79 ft	20.00	1.60	✓
"		1x6 # 2 Com		20 ft		.30	✓
"	1 pr	6" hinges				.30	✓
"	1	hasp				.20	✓
"	1	padlock				.50	✓
"	3#	8 d Box nails				.15	✓
Feb. 18th '33	32	2x12 - 10 #2 Com		640ft	13.00	8.32	ok.
22 "	4	1x4 - 16 #1 Com		21ft	17.00	.35	✓
						$ 18.73	

February 26, 1934

McCamant, Thompson & King
Attorneys at Law
American Bank Building
Portland, Oregon

Gentlemen:

Reference is made to your letter of February 24 regarding claim of Hammond Lumber Company against Logan Construction Company for lumber furnished on the Albany-Tangent Section project in Linn County.

I am today writing our resident engineer, Mr. R. C. Johnson, regarding this and will advise you as soon as I hear from him.

Very truly yours

Secretary

HBG:AJ

February 26, 1934

Mr. B. O. Johnson, Resident Engineer
Corvallis
Oregon

Dear Sir:

Attached hereto is copy of a letter received from Ralph H. King attorney for New Amsterdam Casualty Company regarding claim of Hammond Lumber Company against Logan Construction Company, being for lumber furnished to the contractor in connection with its contract for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County. I also attach a copy of the bill that was attached to his letter.

Will you please advise me with respect to this matter so that I can pass the information along to Mr. King and also arrange for the payment of the claim in the event you approve it?

Very truly yours

Secretary

HBG:AJ

statement sent to B O Johnson

McCAMANT, THOMPSON & KING

ATTORNEYS AND COUNSELORS AT LAW

WALLACE McCAMANT
W. LAIR THOMPSON
RALPH H. KING

BORDEN WOOD
LYNDON L. MYERS

SUITE 926-931
AMERICAN BANK BUILDING
PORTLAND, OREGON

SUBJECT

February 24, 1934

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

This is to thank you for your letter of February 20th with respect to claim of J. W. Copeland Lumber Company and Hammond Lumber Company on the Albany-Tangent project of Logan Brothers Construction Company.

The amount given in your letter is correct for J. W. Copeland Lumber Company, but under date of January 23, 1934 Messrs. Marks & McMahan furnished us with a copy of the claim of Hammond Lumber Company in the amount of $18.73. We have made a copy of this statement and enclose the same herewith. An inspection of this account would indicate that all the items would fall in the same category as the item of $8.32 mentioned in your letter. Please check this with the resident engineer and advise us whether the amount of $18.73 is not correct.

Very truly yours,

McCAMANT, THOMPSON & KING

By Ralph H King

K/G

February 20, 1934

McCamant, Thompson and King, Attorneys
American Bank Building
Portland, Oregon

Attention of Mr. King

Gentlemen:

Regarding claims of Hammond Lumber Company and J. W. Copeland Lumber Company against Logan Brothers Construction Company.

I have just received a reply from the resident engineer who has had charge of the Albany-Tangent project and he has approved payment by the State of the claim of J. W. Copeland Lumber Company in the sum of $27.60 and the claim of Hammond Lumber Company in the sum of $8.32.

I am today writing these companies to submit invoices and as soon as received will place them in line for payment.

When you were in my office a short time ago you stated that the amount of the Hammond Lumber Company's claim was $16.73. We do not seem to be able to reconcile this amount with our records and would, therefore, appreciate advice from you as to what the extra amount covers.

Regarding the extension of time, wish to say that this has not yet been approved by the Commission.

Very truly yours

Secretary

HBG:AJ

February 20, 1934

Hammond Lumber Company
Albany
Oregon

Gentlemen:

It is our understanding that you have a claim against Logan Construction Company for lumber furnished that company in connection with its contract for the construction of the Albany-Tangent Section of the Pacific Highway in Linn County.

We have just received from our resident engineer, Mr. B O. Johnson, who has had charge of this work, your invoice dated February 18, 1933, for 32 pieces of 2x12x10 common, amounting to $8.32, which material was delivered at Station 150 for force account work in connection with the construction of a temporary bridge.

The State Highway Commission has assumed payment of this claim. We will, therefore, honor your invoice in such amount if you will present it in quadruplicate to this office for payment.

Very truly yours

Secretary

HBG:AJ

February 20, 1934

J. W. Copeland Lumber Yard
Albany
Oregon

Gentlemen:

The State Highway Commission has been advised that Logan Construction Company is indebted to you in the sum of $27.60 for lumber furnished that company in connection with its contract for the construction of the Albany-Tangent Section of the Pacific Highway in Linn County.

We have just received from our Resident Engineer Mr. B. O. Johnson, who has had charge of this work, your invoice against Logan Construction Company, dated March 31, 1933, for 80 pieces of 2x12x10 common, to be used for the construction of a temporary bridge in connection with this project.

This Commission has assumed payment of your bill and we will be pleased, therefore, to honor your invoice in such amount if you will present it, in quadruplicate, to this office.

Very truly yours

Secretary

HBG:AJ

February 10, 1934

Mr. B. O. Johnson, Resident Engineer
State Highway Commission
Corvallis, Oregon

Dear Sir:

In connection with the Logan Construction Company contract for the construction of the Albany-Tangent Section of the Pacific Highway in Linn County, there has been filed in this office claims by the Copeland Lumber Company in the sum of $27.60 and the Hammond Lumber Company in the sum of $18.73. Mr. King, attorney for the bonding company, advises me that it is his understanding that the State was to pay these claims direct. Will you please give your understanding of this matter so that I can pass the information along to Mr. King.

You will recall that we assumed payment of the claim of Bronson Lumber Company in the sum of $24.18, which claim was paid in August, 1933.

Very truly yours

Secretary

HBG:jn

February 10, 1934

McCamant, Thompson and King, Attorneys
American Bank Building
Portland, Oregon

Attention Mr. King

Gentlemen:

Regarding the claims against the Logan Construction Company about which you spoke to me on Thursday afternoon of this week, I have had the records searched and find that we assumed payment of the claim of the Bronson Lumber Company in the sum of $24.18 and sent a warrant in that amount to such company in August, 1933.

I find no record of this Commission's having assumed or paid either the claims of the Copland Lumber Company in the sum of $27.60 or the Hammond Lumber Company in the sum of $18.73, and I am writing to our Resident Engineer B. O. Johnson relative thereto. I will write you further when I have received Mr. Johnson's reply.

Relative to the extension of time, I will send you a copy of the minute record concerning this as soon as it has been approved.

Very truly yours

Secretary

HBG:jn

, PORTLAND
URNE, EUGENE
ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Corvallis, Oregon.
February 16, 1934.

IN REPLY PLEASE REFER TO FILE NO
Job 22PC.

Mr H.B. Glaisyer,
Secretary,
State Highway Commission,
Salem, Oregon.

RECEIVED
FEB 17 1934

Dear Sir;

Refering to your letter of February 10th, in regard to the the Logan Construction Co contract for the Albany- Tangent section, I find two copies of bills in the amount of $ 27.60 in favor of the J.W. Copeland Lumber Co and $ 8.32 in favor of the Hammond Lumber Co, that apparently were not paid in the settlement with the Logan Construction Co. This is a state obligation and should be covered by force account order # 3 for temporary bridges. Some of this material was used for a permanent bridge crossing of the drainage ditch west of station 33, the balance was taken up and hauled to the maintenance head uarters in Albany by Logan Construction Co.

The Bronson Lumber Co bill in the amount of$24.18 ✓ was paid last summer.

I am enclosing copies of the bills which I received at the time of the transaction. Please note the Hammond Co bill ,which is in the amount of $8.32 only, instead of $18.73.

Logan Bros failed to incorporate these bills in their force account claim on force order # 3.

Very truly yours

D.O. Johnson

Resident Engineer

CC to W.E. Chandler,
" F.D. Eason.

HAMMOND LUMBER CO.

Albany, Oregon, 7/18 1933

Sold to Fagan Construction Co.

Address

Del. to Station 158 Forest Grove

Nº 927

TERMS: 30 DAYS CASH - Arrangements to be made for extension of time.
8% Interest charged on past due accounts. Invoice No.

PIECES	THICK	WDTH.	LGTH.	DESCRIPTION	FEET	TOTAL FT.	PRICE	AMOUNT
32	2	12	10	A Com		640	13	8.32

Temporary Bridge
Force Order #3

Received by

CHECK LOAD WITH DRIVER OR NO CLAIM FOR SHORTAGE WILL BE ALLOWED

PROMPT PAYMENT REQUESTED

---

against

60 } state to
73 } pay these ??

by state paid Aug 1933.

receipt of above

copy

[illegible]

J. W. COPELAND YARDS

RETAIL LUMBER AND BUILDING MATERIAL

J. W. COPELAND YARDS
LUMBER

February 3-21 192[illegible]

Logan Bros Construction Co
Albany Ore

Copy

TERMS—CASH. [illegible] PER CT. INTEREST CHARGED WHEN ACCOUNT HAS RUN LONGER THAN [illegible] DAYS

2-2		8000 ft .10 [illegible]	
		2400' [illegible]	$27 60
		[illegible]	
		Temporary Bridges	
		Force order [illegible]	
		[illegible]	

PROMPT PAYMENT REQUESTED

against

60 } state to pay
73 } these ??

[illegible] state paid Aug 1923

[illegible] of above

[illegible] copy

[illegible]

Look up 2 lumber claims against Logan

Copeland Lbr Yd $27^{\underline{60}}$ } state to pay these ??
Hammond Lbr Co. $18^{\underline{73}}$ }
Bronson ~~Co~~ 24.18. to be paid by ~~state~~ paid Aug 1933.
Lbr Co.

Loggers + Contractors bill — [illegible] of bond; extension of time; send King copy of minutes

Write King

Feb, 9, 1934

H. B. G.

No record of claims for lumber by Hammond Lumber Co. and Branson Lumber Co. by Logan Constr. Co.

Copeland Lbr. Co. filed claim in amount $27.60 through the Secretary of State.

Chandlers file is attached hereto showing considerable amount of lumber used and one letter from Johnson stating that the State should pay for the material direct.

J. McF,

#1424
Linn Co
56-B

February 24, 1934

New Amsterdam Casualty Company
c/o Seeley & Company, Agents
Board of Trade Building
Portland, Oregon

Gentlemen:

We have today received notice of claim of Theodore Hoflich against Logan Construction Company in connection with its contract with the State Highway Commission for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County—State Highway Contract No. 1424.

It is noted that the claim is for sand and gravel furnished to the contractor and is for $105.15.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Arlington, Oregon

February 24, 1934

McCamant, Thompson & King, Attorneys
926 American Bank Building
Portland, Oregon

Attention of Mr. Wood

Gentlemen:

Receipt is acknowledged of letter of February 17, signed by Theodore Hoflich, together with his affidavit relating to his claim against Logan Construction Company in connection with its contract with the State Highway Commission for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County. We note that this claim is for sand and gravel furnished to the contractor and is in the sum of $105.15.

The affidavit requests that a certified copy of the contract, above described, be sent to you, but as you have heretofore received such copy we are not complying with the affiant's request.

Very truly yours

Secretary

AJ

STATE OF OREGON)
County of ~~Multnomah~~ Linn) ss

I, Theodore Hoflich, being first duly sworn depose and say:

That heretofore the State of Oregon, through the State Highway Commission of the State of Oregon, entered into contract No. 1434 with Logan Construction Co., an Oregon corporation, providing for certain sand and gravel on the Albany Tangent Section of the Pacific Highway; that for the purpose of securing the performance of said contract said Logan Construction Co. as principal, and New Amsterdam Casualty Company, a New York corporation, as surety, under date of November 16, 1932, made and executed the statutory bond provided in Chapter 280, General Laws of Oregon for 1931.

That between the dates of May 1, 1933 and July 30 1933 at the special instance and request of Logan Construction Co., I, Theodore Hoflich, furnished sand and gravel to the said Logan Construction Co., at the agreed value of $105.15; that said Logan Construction Co. has not paid anything on account thereof, and that there is now due and owing to me on account thereof the sum of $105.15;

That the sand and gravel so furnished by me were furnished for the prosecution of said work and were used and consumed therein.

That I make this affidavit for the purpose of being furnished with a certified copy of said contract and said bond.

Theodore Hoflich

SUBSCRIBED and sworn to before me this 17 day of February, 1934.

Victor Olliver
Notary Public for Oregon
My commission expires: 5-1-36

February 17, 1934

To the State of Oregon,
Hal Hoss, Secretary of State
of the State of Oregon,
Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, Theodore Hoflich, has a claim for sand and gravel in the sum of $105.15 against the bond given by Logan Construction Company, an Oregon corporation, as principal, and New Amsterdam Casualty Company, a New York corporation, as surety, for the work of furnishing sand and gravel on the Albany Tangent Section of the Pacific Highway, State of Oregon, under contract No. 1424 with the State Highway Commission of the State of Oregon.

x Theodore Hoflich

Portland, Oregon
February 17, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Herewith is my affidavit with reference to my claim against Logan Construction Co. on its contract No. 1424 with you and its bond securing the contract executed by New Amsterdam Casualty Company under date of November 16, 1932.

Please send the copy of the contract and copy of the bond to Messrs. McCamant, Thompson and King, attention Mr. Wood. They are located at 926 American Bank Building, Portland, Oregon.

Yours very truly,

Theodore H Flich

56-B

February 19, 1934

Small and Lemon
Arlington
Oregon

Gentlemen:

This acknowledges receipt of your letter of February 16 regarding your claim of $24.04 against Logan Brothers Construction Company.

I would suggest that you communicate with Mr. King of McCamant, Thompson & King, Portland, regarding your claim provided it was incurred in connection with one of the Logan Brothers' State Highway Commission contracts. Mr. King represents the surety on the contract bonds, and it is my understanding that he is paying all legitimate claims against these contracts.

John Logan, Jr., I believe is working as superintendent or foreman for a highway contractor in the vicinity of Lakeview. Logan Brothers do not hold an original contract with the State Highway Commission in that vicinity, and I do not know for which contractor John is working, but I believe that Mr. King can furnish you also with that information.

The last two contracts awarded to Logan Construction Company by the State Highway Commission are as follows:

Contract No. 1424, grade widening of Albany-Tangent Section of the Pacific Highway in Linn County;

Contract No. 1475, furnishing crushed rock for the Sandy-Twin Bridges Section of the Mt. Hood Highway in Clackamas County.

Both of these jobs have been completed and accepted by the State Highway Commission, Contract No. 1424 being completed on June 14, 1933, and accepted by the State Highway Commission on August 24, 1933; Contract No. 1473 being completed on August 25, 1933, and accepted by the Commission on December 6, 1933.

In connection with both of these jobs, the bonds were written by New Amsterdam Casualty Company for which Seeley & Company are agents with offices in the Board of Trade Building, Portland, and, as stated above, Mr. King is attorney for the company.

According to Chapter 280, Laws of Oregon for 1931, creditors are required to file their claims with the Secretary of State prior to the expiration of a period of six months from the date of completion of the project. I would suggest that you file such notice with the Secretary of State in compliance with this law in order to hold the bond responsible and liable subsequent to the expiration of the six months' period.

For your further information, wish to advise that the State Highway Commission has not made final settlement with Logan Construction Company in connection with either of the above-described contracts.

Very truly yours

Secretary

HBG:AJ

Ford

CARS
TRUCKS
TRACTORS

SNELL AND LEMON
The Latest in Modern Equipment
ARLINGTON, OREGON

February 16, 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have an account against the Logan Brothers Construction Company in the amount of $24.04. We understand that they are now working on a job at or near Lakeview and we are wondering if you have any suggestion in reference to the collection of this account. The account dates back to May 1933.

Very truly yours,

SNELL AND LEMON

EWS:ALW

56-B

February 17, 1934

Mr. Frank G. Dick
Attorney at Law
2326 Vogt Building
The Dalles, Oregon

Dear Sir:

Reply is made to your letter of February 15 regarding Logan Bros. or Logan Construction Company, highway contractors.

Neither of the above firms has a contract with the State Highway Commission at the present time. However, it is my understanding that John Logan, Jr., is engaged as a superintendent for one of the highway contractors in the southern part of the state near Lakeview. I do not know on which particular project he is working. Logan Bros.' home address is Arlington.

The State Highway Commission has not made final settlement with Logan Construction Company on either of its last two contracts. There still owing them in connection with the Albany project an amount slightly over $1,100, and a little over $2,200 on the Mount Hood Highway contract. We are holding payment of these amounts pending satisfactory settlement of the claims outstanding against the work. The money being held is considered as a trust fund for the payment of claims against the respective jobs and is not available for claims against the contractor arising out of other work or for other purposes.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

Feb, 17, 1934

H. B. G.

In regard to the attached letter re Logan Construction Co:

They have no contract at the present time. Logan was doing some sort of work near Lakeview but I never found out who he was working for or just what the work consisted of.

On their contract No. 1424 - Albany-Tangent Section which was completed June 14, 1933 and was accepted Aug, 24, 1933, the final warrant in amount $1,104.73 is being held.

On their contract No. 1473 - Sandy-Twin Bridges Section - completed Aug, 25, 1933 and was accepted Dec, 6, 1933 - the warrant covering the Semi-final payment in amount $2,210.80 is being held. Final voucher in amount $1,068.11 was sent out in October and has not been returned.

J. McFarland.

FRANK G. DICK
ATTORNEY-AT-LAW
23-26 VOGT BLOCK
THE DALLES, OREGON
Feb. 15th, 1934

State Highway Commission
Salem, Oregon

Gentlemen:

I would like to know where Logan Brothers or Logan Construction Co. is doing work now, if any place, for the Commission. The last time I heard of them they were in Clackamas County doing a job. I would like to know if they have received their money for the last work that they have done, if they are not now doing a job, and in fact I would like to know it anyway, because I want to try to collect a judgment against them, which they incurred on a highway job just before they incorporated. I think I will have to bring a creditor's bill and have the corporate money set over, as they are the chief corporation owners.

Most respectfully yours,

Frank G Dick

FGD:FC

---

and rental on equipment.......$ 300.00

Roscoe Ames Hardware, Supplies...... 53.00

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Arlington
Oreg

#1424

56-B

January 19, 1934

New Amsterdam Casualty Company
Board of Trade Building
Portland, Oregon

Gentlemen:

We are enclosing copies of notice of claim filed with the Secretary of State by the following firms against Logan Construction Company in connection with its contract for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County, State Highway Contract No. 1424;

Slate Construction Co. supplies and rental on equipment.......	$ 500.00
Roscoe Ames Hardware, supplies......	55.60

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Arlington
Oregon

January 29, 1934

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of January 26 enclosing copies of notice of claim filed by Roscoe Ames Hardware Company against Logan Construction Company in connection with its contract for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County, State Highway Contract No. 1424.

We are today forwarding copies of the notice to the contractor and its surety.

Very truly yours

Secretary

AJ

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

January 26, 1934

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, secretary

There are enclosed for your information three copies of a notice of claim by Roscoe Ames Hardware for $53.69 against the bond taken from Logan Construction Company, principal, and Ne Amsterdam Casualty Company, surety, for work on the Albany-Tangent Section of the Pacific Highway, contract No. 1424.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

Albany, Oregon

January 18, 1934

To the State of Oregon,
Hal E. Hoss, Secretary of State of the State of Oregon,
Oregon State Highway Commission,
Salem, Oregon

NOTICE is hereby given that the undersigned, ROSCOE AMES, NORRIS AMES and LORA AMES ALLEN, partners doing business under the name and style of ROSCOE AMES HARDWARE, have a claim for goods, wares, merchandise, materials and supplies in the sum of $53.69, against the bond given and executed by Logan Construction Company, an Oregon corporation, as principal, and New Amsterdam Casualty Company, a New York corporation, as surety, for work performed on the Albany-Tangent section of the Pacific Highway in the State of Oregon, under contract No. 1424 with the State Highway Commission of the State of Oregon.

ROSCOE AMES, NORRIS AMES and
LORA AMES ALLEN, partners doing
business under the name and
style of ROSCOE AMES HARDWARE,

By ROSCOE AMES

Endorsed: File No. 2395
Filed January 26, 1934
HAL E. HOSS,
Secretary of State

January 29, 1934

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of January 26 enclosing copies of notice of claim filed by Slate Construction Company in connection with its contract for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County, State Highway Contract No. 1424.

We are today forwarding copies of the notice to the contractor and its surety.

Very truly yours

Secretary

AJ

C. N. LAUGHRIDGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

January 26, 1934

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by Slate Construction Company for materials furnished in the amount of $300.00 against the bond taken from Logan Construction Company, principal, and New Amsterdam Casualty Company, surety, for work on the Albany-Tangent Section of the Pacific Highway, State Highway contract No. 1424.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

Albany, Oregon
January 19th 1934

To the State of Oregon,
Hal E. Hoss, Secretary of State of the State of Oregon,
Oregon State Highway Commission,
Salem, Oregon

NOTICE is hereby given that the undersigned, SLATE CONSTRUCTION CO., an Oregon corporation, has a claim for material, equipment, supplies and rental of caterpillar tractor in the sum of $300.00, against the bond given and executed by Logan Construction Company, an Oregon corporation, as principal, and New Amsterdam Casualty Company, a New York corporation, as surety, for work performed on the Albany-Tangent section of the Pacific Highway in the State of Oregon, under contract No. 1424 with the State Highway Commission of the State of Oregon.

SLATE CONSTRUCTION CO.

By M. C. Slate

Its Pres

Endorsed: File No. 2396
Filed January 26, 1934
HAL E. HOSS,
Secretary of State

#1424

56-B.

January 26, 1934

New Amsterdam Casualty Company
c/o Sealey & Co.
Board of Trade Building
Portland, Oregon

Gentlemen:

We are informed that the following firms have claims against Logan Construction Company in connection with the contract that was awarded to them for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County:

Roscoe Ames Hardware, Albany......	$85.69
For materials and supplies	
Slate Construction Company........	$800.00
For materials and rental of equipment	

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

RDG:AJ

cc Logan Construction Co.
Arlington, Oregon

January 26, 1934

Messrs. McCamant, Thompson & King, Attorneys
926 American Bank Building
Portland, Oregon

Gentlemen:

We are in receipt of copies of notice of claims and affidavits of Slate Construction Company and Roscoe Ames Hardware, both of Albany, relative to their claims against Logan Construction Company in connection with State Highway Contract No. 1424 which was awarded to them for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

It is noted from these affidavits that the claimants request that certified copy of the above-described contract be sent to you, attention of Mr. Borden Wood.

It appears from our records that a certified copy of the contract and bond, above referred to, was mailed to you on December 1. Since our supply of these contracts is very limited, we are wondering if you require another copy. If so, please notify us.

Very truly yours

Secretary

HBG:AJ

January 26, 1924

Roscoe Ames Hardware
Albany
Oregon

Gentlemen:

Receipt is acknowledged of your letter of January 18, enclosing copy of notice of claim and affidavit of Roscoe Ames relative to the claim of Roscoe Ames Hardware against Logan Construction Company in connection with the contract that was awarded to them for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County; said claim being in the sum of $55.60 for materials.

It is noted from the affidavit and your letter that you wish us to send a certified copy of the above-described contract to McCamant, Thompson & King, Portland attorneys. We are today writing them.

Very truly yours

Secretary

HBG:AJ

Albany, Oregon
January 18 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Herewith the affidavit of Roscoe Ames, executed on behalf of Roscoe Ames, Norris Ames and Lora Ames Allen, partners doing business under the name and style of Roscoe Ames Hardware, with reference to their claim against Logan Construction Company, its contract No. 1424 with you, and its bond securing the contract executed by New Amsterdam Casualty Company under date of ____________________.

Please forward the copy of the contract and copy of the bond to Messrs. McCamant, Thompson & King, 926 American Bank Building, Portland, Oregon, attention Mr. Borden Wood.

Very truly yours,

ROSCOE AMES, NORRIS AMES and
LORA AMES ALLEN, partners doing
business under the name and
style of ROSCOE AMES HARDWARE,

By Roscoe Ames

Albany, Oregon

January 18 1934

To the State of Oregon,
Hal E. Hoss, Secretary of State of the State of Oregon,
Oregon State Highway Commission,
Salem, Oregon

NOTICE is hereby given that the undersigned, ROSCOE AMES, NORRIS AMES and LORA AMES ALLEN, partners doing business under the name and style of ROSCOE AMES HARDWARE, have a claim for goods, wares, merchandise, materials and supplies in the sum of $53.69, against the bond given and executed by Logan Construction Company, an Oregon corporation, as principal, and New Amsterdam Casualty Company, a New York corporation, as surety, for work performed on the Albany-Tangent section of the Pacific Highway in the State of Oregon, under contract No. 1424 with the State Highway Commission of the State of Oregon.

ROSCOE AMES, NORRIS AMES and
LORA AMES ALLEN, partners doing
business under the name and
style of ROSCOE AMES HARDWARE,

By Roscoe Ames

STATE OF OREGON)
) SS
COUNTY OF LINN)

I, ROSCOE AMES, being first duly sworn, depose and say that I am now, and during all of the times hereinafter mentioned was a member of the partnership consisting of ROSCOE AMES, NORRIS AMES and LORA AMES ALLEN, doing business under the name and style of ROSCOE AMES HARDWARE.

That heretofore the State of Oregon, through the State Highway Commission of the State of Oregon, entered into contract No. 1424 with Logan Construction Company, an Oregon corporation, providing for certain rock crushing and trucking work on the Albany-Tangent section of the Pacific Highway in the State of Oregon; that for the purpose of securing the performance of said contract, said Logan Construction Company, as principal, and New Amsterdam Casualty Company, a New York corporation, as surety, under date of ________________ made and executed the statutory bond provided in Chapter 280, General Laws of Oregon for 1931.

That between the dates of November 12, 1932, and April 25, 1933, at the special instance and request of said Logan Construction Company, Roscoe Ames, Norris Ames and Lora Ames Allen, partners doing business under the name and style of Roscoe Ames Hardware, sold, furnished and delivered to said Logan Construction Company certain goods, wares, merchandise, materials and supplies of a reasonable and agreed value of $53.69, and that no part of said sum has been paid.

That said goods, wares, merchandise, materials and supplies so furnished were furnished to and used by Logan Construction Company in the performance of the aforesaid contract.

That this affidavit is made on behalf of said Roscoe Ames, Norris Ames and Lora Ames Allen, partners doing business under the name and style of Roscoe Ames Hardware, for the purpose of being furnished with a certified copy of said contract and of said bond.

Roscoe Ames

SUBSCRIBED and sworn to before me this 18th day of January, 1934.

Notary Public for Oregon
My commission expires Nov. 4. 1935

January 26, 1934

Slate Construction Co.
Albany
Oregon

Gentlemen:

Receipt is acknowledged of your letter of January 19, enclosing copy of notice of claim and affidavit of M. C. Slate relative to your claim against Logan Construction Company in connection with the contract that was awarded to them for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County; said claim being in the sum of $500.00.

It is noted from your affidavit and your letter that you wish us to send a certified copy of the above-described contract to McCamant, Thompson & King, Portland attorneys. We are today writing them.

Very truly yours

Secretary

HBG:AJ

---

supplies as stated, said Slate Construction Co. also rented to

Albany, Oregon

January 19th 1934

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Herewith the affidavit of M. C. Slate, president of the undersigned, Slate Construction Co., with reference to its claim against Logan Construction Company, its contract No. 1424 with you, and its bond securing the contract executed by New Amsterdam Casualty Company under date of ____________.

Please forward the copy of the contract and copy of the bond to Messrs. McCamant, Thompson & King, 926 American Bank Building, Portland, Oregon, attention Mr. Borden Wood.

Very truly yours,

SLATE CONSTRUCTION CO.

By M C Slat

Its Pres.

---

supplies as stated, said Slate Construction Co. also rented to

Albany, Oregon

January 19th 1934

To the State of Oregon,
Hal E. Hoss, Secretary of State of the State of Oregon,
Oregon State Highway Commission,
Salem, Oregon

NOTICE is hereby given that the undersigned, SLATE CONSTRUCTION CO., an Oregon corporation, has a claim for material, equipment, supplies and rental of caterpillar tractor in the sum of $300.00, against the bond given and executed by Logan Construction Company, an Oregon corporation, as principal, and New Amsterdam Casualty Company, a New York corporation, as surety, for work performed on the Albany-Tangent section of the Pacific Highway in the State of Oregon, under contract No. 1424 with the State Highway Commission of the State of Oregon.

SLATE CONSTRUCTION CO.

By M C Slate

Its Pres

supplies as stated, said Slate Construction Co.

STATE OF OREGON)
COUNTY OF LINN) ss

I, M. C. SLATE, being first duly sworn, depose and say that I am now, and during all of the times hereinafter mentioned was president of SLATE CONSTRUCTION CO., a corporation organized and existing under and by virtue of the laws of the State of Oregon.

That heretofore the State of Oregon, through the State Highway Commission of the State of Oregon, entered into contract No. 1424 with Logan Construction Company, an Oregon corporation, providing for certain rock crushing and trucking work on the Albany-Tangent section of the Pacific Highway in the State of Oregon; that for the purpose of securing the performance of said contract, said Logan Construction Company, as principal, and New Amsterdam Casualty Company, a New York corporation, as surety, under date of ____________ made and executed the statutory bond provided in Chapter 280, General Laws of Oregon for 1931.

That between the dates of November 14, 1933, and May 1, 1933, at the special instance and request of said Logan Construction Company, Slate Construction Co. sold, furnished and delivered to said Logan Construction Company certain goods, wares, merchandise, supplies and materials consisting of hardware and general construction materials of a reasonable and agreed value of in excess of $50.00, and that no part of said sum has been paid; that in addition to furnishing said materials and supplies as stated, said Slate Construction Co. also rented to

Logan Construction Company a certain 60 caterpillar tractor at a reasonable and agreed rental value of in excess of $250.00, and that no part of said sum has been paid.

That said materials so furnished and the caterpillar tractor so rented were furnished to and used by Logan Construction Company in the performance of the aforesaid contract.

That this affidavit is made on behalf of said Slate Construction Co. for the purpose of being furnished with a certified copy of said contract and of said bond.

M C Slate

SUBSCRIBED and sworn to before me this 19th day of January, 1934.

Arlene M Barrick
Notary Public for Oregon
My commission expires Jan. 8, 1938

56-B

January 16, 1934

Standard Accident Insurance Compan
A. D. Trunkey, Agent
Spalding Building
Portland, Oregon

Gentlemen:

Inclosed is copy of notice of claim filed in the office of the Secretary of State by the State Industrial Accident Commission in the amount of $164.61 for contributions due the State Industrial Accident Fund by Liesch & Tofte, Marshfield, in connection with the construction of the Gregg Ranch Section of the Pacific Highway in Lane County, contract No. 1423.

As is our usual practice, we are forwarding copy of this notice to you inasmuch as you are the surety on the bond furnished by the contractor.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

c.c. Liesch & Tofte
Marshfield, Oregon

January 16, 1934

Hon. Hal E. Hoss
Secretary of State
Capitol

Dear Sir:

This acknowledges receipt of your letter of January 11 inclosing copies of notice of claim filed by the State Industrial Accident Commission in the sum of $164.61 for contributions due the State Industrial Accident Fund by Liesch & Tofte, Marshfield, in connection with the construction of the Gregg Ranch Section of the Pacific Highway, contract No. 1423.

As is our usual practice we are today notifying the surety and the contractor of the existence of such claim.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

1423

January 11, 1934

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information three copies of a notice of claim by State Industrial Accident Commission for $164.61 against the bond taken from Liesch & Tofte, principal, and Standard Accident Insurance Company, surety, for work on the Gregg Ranch Section of the Pacific Highway.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

January 9th, 1934.

To - State of Oregon

Hal E. Hoss,
Secretary of State:

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the State Industrial Accident Fund, in the sum of $164.61, against the bond taken from Benjamin F. Liesch and O. J. Tofte, a partnership, principal, and the Standard Accident Insurance Company, A. D. Trunke, Agent, Spalding Building, Portland, Oregon, surety, in connection with the Gregg Ranch section of the Pacific Highway, under contract with the State Highway Department.

STATE INDUSTRIAL ACCIDENT COMMISSION

By Ralph H. Campbell
Attorney and Assistant Commissioner.

LF

Endorsed: File No. 2588
Filed January 11, 1934

HAL E. HOSS, Secretary of State

#1128

56 B

January 16, 1934

Standard Accident Insurance Company
A. D. Trunkey, Agent
Spalding Building
Portland, Oregon

Gentlemen:

Inclosed is copy of notice of claim filed in the office of the Secretary of State by Louis Johnson, in the amount of $1,180.13 representing truck hire furnished to Liesch & Tofte in connection with the construction of the Gregg Ranch Section of the Pacific Highway in Lane County.

This copy is being forwarded to you inasmuch as you are the surety on the bond furnished by the contractor.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

[illegible]
jn

c.c. Liesch & Tofte
Marshfield, Oregon

January 16, 1934

Hon. Hal E. Hoss
Secretary of State
Capitol

Dear Sir:

This acknowledges receipt of your letter of January 11 inclosing copies of notice of claim filed by Louis Johnson in the amount of $1,180.13 for labor, materials and truck hire furnished to Liesch & Tofte in connection with the construction of the Gregg Ranch Section of the Pacific Highway, contract No. 1423.

As is our usual practice, we are today notifying the surety and the contractor of the existence of such claim.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG:
jm

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

1423

January 11, 1934

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information three copies of a notice of claim by Louis Johnson for $1180.13 against the bond taken from Leisch & Tofte, principal, and Standard Accident Insurance Company, surety, for work on the Gregg Ranch Section of the Pacific Highway, contract No. 1423.

Cd. C.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

COPY

NOTICE OF CLAIM

TO: THE STATE OF OREGON

Attention: Secretary of State

Notice is hereby given that the undersigned, LOUIS JOHNSON, has a claim for labor and/or materials for truck hire in the sum of $1180.13 against the bond taken from Leisch & Tofte wherein Leisch & Tofte were principals and Standard Accident Insurance Company was surety, for the work of hauling materials on that certain construction work known as .33 of a mile of grading Gregg Ranch Section of Pacific Highway in Lane County, Oregon, which said construction work was covered by Contract No. 1423, State of Oregon - Leisch & Tofte.

LOUIS JOHNSON

Dated this 10th day of January, 1934.

Endorsed: File No. 2387
Filed Januar, 11, 1934
HAL E. HOSS,
Secretary of State

January 12, 1934

McCamant, Thompson & King
Attorneys at Law
American Bank Building
Portland, Oregon

Attention of Mr. King

Gentlemen:

Responding to your oral request of January 11 I am enclosing a list of claims filed in this office against the following contracts awarded by the State Highway Commission to Logan Construction Company:

> State Highway Contract No. 1424, grade widening of Albany-Tangent Section of the Pacific Highway in Linn County;
>
> State Highway Contract No. 1473, furnishing crushed rock for Sandy-Twin Bridges Section of Mt. Hood Highway in Clackamas County.

We have no knowledge of claims outstanding against these contracts other than those included in the lists.

Very truly yours

Secretary

HBG:AJ

Jan. 11, 1934

Contract No. 1424 - Albany-Tangent Section of the Pacific Highway in Linn County - Logan Construction Company.

Claims on file in the office of the Oregon State Highway Commission.

6- 18-33	Attachment by J. S. McKee - 6- 5	
6- 5- 33	C. B. Sprenger - for services -	$ 19.70
6- 10-33	G. E. Black - for labor -	10.00
6- 14-33	F. L. Snyder & Son - for repairs to grader -	13.00
6- 22-33	Geo. R. Weirich - advises of balance dueof -	142.09
6- 28-33	Robt. Tash - for labor -	46.20
7- 17-33	F. L. Snyder & Son - labor and material -	10.00
7- 22-33	Contractors & Loggers Mach Co. for equipment rental	200.00
7- 25-33	Collins Concrete Pipe Co. for material -	1,264.65
8- 3- 33	Copeland Lumber Yard - for material -	27.60
8- 16-33	Theo. Hoflich - for material -	105.15
9- 26-33	Standard Oil Company - for supplies -	488.45
10-24-33	Industrial Accident Commission - claim -	51.69
12-4- 33	Albany Sand & Gravel Co. - material -	293.54
1- 3- 34	Robt. G. Powers - for wages - amount not stated -	
1- 3- 34	Floyd R. Billings - for wages - amount not stated -	

January 11, 1934

State Highway Contract No. 1473 - furnishing crushed rock, Sandy-Twin Bridges Section of Mt. Hood Highway in Clackamas County
LOGAN CONSTRUCTION COMPANY

CLAIMS FILED IN THE OFFICE OF THE STATE HIGHWAY COMMISSION

1933

August	18,	Attachment by J. S. McKee	
August	30,	Attachment by Contractors & Loggers Machinery Co.	$200.00
Sept.	14,	Claim of Chas. Cladek - labor	306.88
Sept.	25,	Claim of Firestone Tire & Rubber Co.	(Amount not Stated)
Oct.	24,	Industrial Accident Commission	444.32
Nov.	21,	Standard Oil Company, - materials	2,907.68
Nov.	22,	Oregon-Washington Powder Co. - materials	726.91

1934

Jan.	4	Deaton & Brandes Lumber Co. - materials	154.11
Jan.	10	R. S. Smith - labor and materials	91.95

56-B

January 6, 1934

Mr. Victor Olliver
Attorney at Law
First National Bank Bldg.
Albany, Oregon

Dear Sir:

Reference is made to your letter of January 4th inquiring as to whether or not final payment has been made to the Logan Construction Company in connection with State Highway Contract No. 1424 which was awarded to them for construction work on the Albany-Tangent Section of the Pacific Highway in Linn County.

Investigation of our records reveals that such final payment has not been made. Furthermore, it will not be made until the Commission has been advised that all outstanding claims against this project have been satisfactorily adjusted.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

VICTOR OLLIVER
ATTORNEY AND COUNSELOR AT LAW
FIRST NATIONAL BANK BUILDING
ALBANY, OREGON

January 4, 1934.

OREGON STATE HIGHWAY COMMISSION,
Salem, Oregon,

Dear Sirs:-

A few months ago Mr Theodore Hoflich filed a claim in your office against Logan Brothers Construction Co for materials furnished in connection with Highway Contract No 1424 on Albany-Tangent Section of Pacific Highway. Later pursuant to some correspondence with your office we filed Notice of Claim with the Office of Secretary of State in the manner provided by Section 67-1101 as amended by Chapter 280 Oregon Laws for 1931. Upon making recent inquiry in the office of the Secretary of State we find this entire file has been referred to your office.

Will you kindly examine your files and advise me whether or not final payment has been made to Logan Brothers on the above mentioned contract and if not when we might expect our claim to be paid?

We have received no cooperation from the New Amsterdam Surety Co., thus far in the matter.

Yours very truly,

Victor Olliver

VO.L

RECEIVED
JAN 5 - 1934
OREGON

56-B

January 4, 1934

Mr. Victor Olliver
Attorney at Law
Albany, Oregon

Dear Sir:

Reference is made to your letter of January 2, directed to Hon. Hal E. Hoss, Secretary of State, regarding the claim of Theodore Hofilch against Logan Construction Company arising out of their contract for the construction of the Albany-Tangent Section of the Pacific Highway.

The State Highway Commission has not yet made final settlement with Logan Construction Company for this work, and present intentions are to hold up final payment until the Commission has received information to the effect that the outstanding claims against the work have been satisfactorily adjusted.

The protection offered to Mr. Hofilch is the bond furnished by the contractor in connection with this job. The State Highway Commission does not pay claims direct.

The above mentioned bond was written by New Amsterdam Casualty Company for which Seeley & Company are agents, with offices in the Board of Trade Building, Portland.

Very truly yours

Secretary

LJ

VICTOR OLLIVER
ATTORNEY AND COUNSELOR AT LAW
FIRST NATIONAL BANK BUILDING
ALBANY, OREGON

January 2, 1934.

Hon Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:-

On August 14th, 1933 I filed in your office a Notice of Claim of Theodore Hofilch against Logan Brothers Construction Company in the sum of $105.15 against the bond deposited with you in connection with the contract of said Logan Brothers for the improvement of the Albany-Tangent section of the Pacific Highway, it being Oregon Highway Contract No. 1424.

Will you kindly let me know whether or not final settlement has been made with these contractors on this project, and if not when may we expect the payment of this claim?

Yours respectfully,

Victor Olliver

VO.L

Respectfully referred to State Highway Commission

STATE DEPARTMENT

SECRETARY OF STATE
RECEIVED
JAN 3 - 1934
HAL E. HOSS

RECEIVED
JAN 4 - 1934
OREGON
STATE HIGHWAY COMMISSION

January 3, 1934

Mr. Floyd Billings
Newport
Oregon

Dear Sir:

Replying to your inquiry of January 1, wish to say that the State Highway Commission has not yet made final settlement in connection with either of the Logan Construction Company contracts.

Very truly yours

Secretary

HBG:AJ

Newport, Oregon.
January 1-1934.

Oregon State Highway Commission
Salem Oregon.
Mr H.B. Glaisyer Sech.
Dear Sir:

I have a claim for wages. against the Logan construction company. which I turned in to you last spring. I would like to know if the Highway Commission has made a final Settlemint with Logan Const Co. And if so. What was done regarding my claim for wages

Awaiting an early reply
Yours Truly
Floyd R Billings

56-B

December 15, 1933

The United Contracting Company
311 Stock Exchange Building
Portland, Oregon

Gentlemen:

We are today forwarding by express for your records and files, an executed copy of the contract awarded to you by the State Highway Commission for the pavement widening on the Albany-Tangent Section of the Pacific Highway in Linn County.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

jn

3

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
DEC 1
OREGON
SION

December 13, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of December 11 relative to hand labor in quarries on Oregon NRH 56-B, NRH 183-B and NRM 183-C.

We have received instructions as to how the use of hand labor in quarries may be waived when the quarry is predetermined. However, as predetermination was not made on these projects, therefore other bidders, commercial plants and carriers would have just cause for complaint if the specification requirements are not enforced.

We regret that your proposal to permit mechanical loading instead of hand labor in the quarries cannot be approved.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

56.B

December 7, 1925

McCamant, Thompson & King,
Attorneys at Law,
American Bank Building,
Portland, Oregon.

Attention, Barden Wood.

Gentlemen:

Receipt is acknowledged of your letter of December 6th concerning the Logan Construction Company contracts.

Please be advised that their contract No. 1424 for the construction of the Albany-Tangent Section of the Pacific Highway in Linn County was completed on June 14, 1925. The contract was accepted by the Highway Commission on August 24, 1925.

Their contract No. 1475 for the construction of the Sandy-Twin Bridges Section of the Mt. Hood Highway in Clackamas County was completed on August 25, 1925. This contract has not been accepted by the Highway Commission.

Very truly yours,

Secretary.

Dict. by J. McFarland.

WALLACE McCAMANT
W. LAIR THOMPSON
RALPH H. KING

BORDEN WOOD
LYNDON L. MYERS

McCAMANT, THOMPSON & KING

ATTORNEYS AND COUNSELORS AT LAW

SUITE 926-931
AMERICAN BANK BUILDING
PORTLAND, OREGON

RECEIVED
DEC 6 - 1933
STATE HIGHWAY COMMISSION
OREGON

SUBJECT

December 6, 1933

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Your contract No. 1424, dated November 2, 1932, in favor of Logan Construction Company, contractor, provides for certain grade widening on the Albany-Tangent section of the Pacific Highway in Linn County. Will you kindly advise us of the date of the acceptance of the work under this contract by affirmative action on the part of the State of Oregon?

Your contract No. 1473, executed April 19, 1933, in favor of Logan Construction Company provides for certain grading work on the Sandy-Twin Bridges section of the Mt. Hood Highway in Clackamas County. Will you kindly advise us of the date of the acceptance of the work under this contract by affirmative action on the part of the State of Oregon?

Yours very truly,

McCAMANT THOMPSON & KING

By Borden Wood.

W:L

[illegible]

December 4, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Albany-Tangent Section, Project No. NRH 56-B.

The quantities involved for the portion of the project within the City of Albany are of such a minor nature, the quantities given in the agreement estimate are the contract quantities. However, all work within the city will be excluded when vouchers are submitted.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-[illegible]

ALBANY-TANGENT SECTION OF THE PACIFIC HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 29, 1933

Pavement Widening, Type PW-3 (Sta. 0+00 to 57+00) (Sta. 65+00 to 107+00) (Sta. 134+00 to 140+50) (Sta. 151+00 to 406+00)

200	cu. yds.	Gravel Borrow	$ 0.85	$ 170.00
80	lin. ft.	12" Concrete Tile	1.00	80.00
30	" "	12" Concrete Pipe	1.10	33.00
6	cu. yds.	Class "A" Concrete	32.00	192.00
900	lbs.	Metal Reinforcement	0.06	54.00
6.4	miles	Preparation of Base	75.00	480.00
5,200	cu. yds.	Furnish, Haul and Place Min. Aggr.	4.00	20,800.00
285	tons	Asphalt in Place	26.70	7,609.50
62	"	Emulsified or Cut-back Asphalt in Seal Coat	24.80	1,537.60
3,600	cu. yds.	Crushed Gravel Shoulders	2.25	8,100.00
			Sub-total	$ 39,056.10
			10% Engr. & Cont.	3,905.61
			Total	$ 42,961.71

Length of Roadwork 6.379 miles
Cost per mile $ 6,734.82

Bituminous Macadam Wearing Surface, Type B-12 (Sta. 57+00 to 65+00) (Sta. 107+00 to 134+00) (Sta. 140+50 to 151+00)

7,000	cu. yds.	Excavation, Single Classification	$ 0.45	$ 3,150.00
22,000	" "	Gravel Borrow	0.85	18,700.00
5,000	yd. sta.	Overhaul	0.02	100.00
500	yd. mi.	Truck Haul	0.20	100.00
80	lin. ft.	36" Concrete Pipe	5.00	400.00
0.9	mile	Preparation of Base	75.00	67.50
1,200	cu. yds.	Furnish, Haul and Place Min. Aggr.	4.00	4,800.00
75	tons	Asphalt in Place	26.70	2,002.50
8	"	Emulsified or Cut-back Asphalt in Seal Coat	24.80	198.40

500 cu. yds.	Crushed Gravel Shoulders	$ 2.25	$ 1,125.00
		Sub-total	$ 30,643.58
		10% Engr. & Cont.	3,064.36
		Total	$ 33,707.94

Length of Roadwork	0.854 mile
Cost per mile	$ 39,470.66

National Recovery Highway Funds Requested:

Pavement Widening, Type PW-3	$ 42,961.71
Bit. Mac., Type B-12	33,707.94
	$ 76,669.65

State Funds for Construction: Chap. 175, laws 1917; Chap. 51, laws 1920
State Funds for Maintenance: Chap. 48, laws 1927

#1424

56-B

December 4, 1933

New Amsterdam Casualty Company
Seeley & Company, Agents
Board of Trade Building
Portland, Oregon

Gentlemen:

Inclosed is copy of the notice of claim filed in the office of the Secretary of State by Albany Sand & Gravel Company for labor and materials furnished in the amount of $293.54 to Logan Construction Company in connection with the construction of the Albany-Tangent Section of the Pacific Highway, state highway contract No. 1424.

This information is being furnished to you since you appear as surety on the bond furnished by the contractor.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HMG
jm

c.c. Logan Construction Co.
Arlington, Oregon

December 4, 1933

Honorable Hal E. Hoss
Secretary of State
CAPITOL

Dear Sir:

This is to acknowledge receipt of your letter of December 1 inclosing three copies of the notice of claim filed in your office by the Albany Sand & Gravel Company for labor and materials furnished in the amount of $293.54 to Logan Construction Company in connection with the construction of the Albany-Tangent Section of the Pacific Highway, state highway contract #1424.

In accordance with our usual practice we are today forwarding copies to the contractor and his surety.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

C. N. LAUGHRIDGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

December 1, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information three copies of a notice of claim by Albany Sand & Gravel Company for labor and materials furnished in the amount of $293.54 against the bond taken from Logan Construction Company, principal, and New Amsterdam Casualty Company, surety, for work on the Albany-Tangent Section of the Pacific Highway, contract No. 1424, which was received from McCamant, Thompson & King, Attorneys, Portland, Oregon.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

COPY

Portland, Oregon
November 29, 1933

To the State of Oregon
Hal Hoss, Secretary of State
of the State of Oregon
Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned, Albany Sand & Gravel Co. has a claim for labor, sand, gravel and other goods and merchandise, services and rental of equipment furnished Logan Construction Company, in the sum of $293.54 against the bond taken from Logan Construction Company, an Oregon corporation, as principal, and New Amsterdam Casualty Company, a New York corporation, as surety, for the work of road grading on the Albany-Tangent Section of the Pacific Highway in Linn County, State of Oregon, under contract No. 1424 with the State Highway Commission of the State of Oregon.

ALBANY SAND & GRAVEL CO.

By Geo. L. Berry
Secretary

Endorsed: File No. 2365
Filed December 1, 1933
HAL E. HOSS,
Secretary of State

#1424
56-B

December 1, 1933.

Day, Hampson & Nelson
800 Pacific Building
Portland, Oregon

Gentlemen:

Receipt is acknowledged of your communication of November 29th with attached affidavit of F. H. Ewing, District Credit Man for the Standard Oil Company, setting forth their claim against the bond taken from Logan Construction Company in connection with contract No. 1424 covering construction work on the Albany-Tangent Section of the Pacific Highway in Linn County.

In accordance with your request we are today mailing to you, under separate cover, certified copy of this contract.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
W. H. MAGUIRE
RICHARD R MORRIS
J. C. DEZENDORF

November 29, 1933.

State Highway Commission,
Salem,
Oregon.

Re: Standard Oil Company vs.
Logan Construction Company.

Gentlemen:

On September 25th we filed, on behalf of the Standard Oil Company of California its claim against the bond taken from the Logan Construction Company, principal and New Amsterdam Casualty Company, surety, in connection with the work on the Albany Tangent Section of the Pacific Highway, your contract No. 1424.

We enclose herewith affidavit of F. M. Ewing, District Credit Man for the Standard Oil Company, setting forth this claim, and request that you send us a certified copy of the contract and bond, as provided by Section 67-1101 Oregon Laws.

Very truly yours,

Dey, Hampson & Nelson

17/24

Enclosure

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I, F. M. EWING, being first duly sworn, say: That I am District Credit Man at Portland, Oregon, for the Standard Oil Company of California and am familiar with the claim of that company against Logan Construction Company, Inc., hereinafter described.

That during the period Jan. 27, 1933, to June 3, 1933, the Standard Oil Company of California, at the special instance and request of the Logan Construction Company, Inc., sold and delivered to the Logan Construction Company, Inc., goods, wares and merchandise which were used by the said Logan Construction Company, Inc. in connection with the improvement of the Albany-Tangent Section of the Pacific Highway in Linn County, Oregon, Oregon State Highway Contract No. 1424; that in connection with said work the Logan Construction Company, Inc., as Principal, and the New Amsterdam Casualty Company, as Surety, gave a bond to the State of Oregon, guaranteeing the faithful performance of said work, as provided by law.

I further state that Standard Oil Company of California has not been paid for the goods, wares and merchandise so furnished by it to the Logan Construction Company, Inc., and used in connection with said work, and that there is now due and owing to the Standard Oil Company of California by the Logan Construction Company, Inc., on account thereof, the sum of $488.45, all of which is past due and unpaid.

I make this affidavit for the purpose of securing a certified copy of the contract and bond,as provided by law.

FM Ewing

Subscribed and sworn to before me this 2[illegible] day of November, 1933.

Andrew Koerner
Notary Public for Oregon

My commission expires March 27, 1936

#1424

56-B

December 1, 1933.

McCamant, Thompson & King
926 American Bank Building
Portland, Oregon

Gentlemen:

Responding to the request of the Albany Sand & Gravel Company, under date of November 29th, we are mailing to you today, under separate cover, certified copy of State Highway Contract No. 1424 which was awarded to the Logan Construction Company for construction work on the Albany-Tangent Section of the Pacific Highway in LinnCounty, Oregon.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

cc - Albany Sand & Gravel Co.
Albany, Oregon

RECEIVED
DEC 1 - 1933

November 29, 1933
Portland, Oregon

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Herewith affidavit executed by George L. Berry, Secretary of Albany Sand & Gravel Co. for and in behalf of that company and made for the purpose of securing a certified copy of the contract and bond pertaining to your contract No. 1424 with Logan Construction Company for certain road grading work on the Albany-Tangent section of the Pacific Highway in Linn County, Oregon, and the bond of Logan Construction Company as principal and New Amsterdam Casualty Company as surety, securing the performance of said contract.

Please forward the certified copy of the contract and the bond to Messrs. McCamant, Thompson & King, 926 American Bank Building, Portland, Oregon.

Yours very truly,

ALBANY SAND & GRAVEL CO.

By George L. Berry

[illegible] 1 - 1933

STATE OF OREGON)
County of Multnomah) ss

I, GEORGE L. BERRY, being first duly sworn, depose and say that I am now and during all of the times hereinafter mentioned, was the Secretary of ALBANY SAND & GRAVEL CO.

That heretofore the State of Oregon, through the State Highway Commission of the State of Oregon, entered into contract No. 1424 with LOGAN CONSTRUCTION COMPANY, an Oregon corporation, providing for certain road grading work on the Albany-Tangent Section on the Pacific Highway in Linn County, State of Oregon; that for the purpose of securing the performance of said contract, said Logan Construction Company, as principal, and NEW AMSTERDAM CASUALTY COMPANY, a New York corporation, as surety, under date of November 16, 1932, made and executed the statutory bond provided in Chapter 280, General Laws of Oregon for 1931.

That between the dates of November 25, 1932 and September 11, 1933, at the special instance and request of Logan Construction Company, Albany Sand & Gravel Co. sold, furnished and delivered to Logan Construction Company labor, sand, gravel and other goods and merchandise, services and rental of equipment, for the reasonable agreed value of $293.54, no part of which has been paid.

That said materials, services and use of equipment were so furnished for the prosecution of said work, and were used and consumed therein and that payment for the same has not been made.

That I make this affidavit for the purpose of securing a certified copy of said contract and of said bond for Albany Sand & Gravel Co.

George L. Berry
Secretary of Albany Sand &
Gravel Co.

SUBSCRIBED and sworn to before me this 29th day of November, 1933.

Borden Wood
Notary Public for Oregon
My commission expires: Nov. 14, 1934.

November 18, 1933

Mr. R. C. Johnson
Resident Highway Engineer
Corvallis, Oregon

Dear Sir:

On the day that work is started on the United Contracting Co. Contract for pavement widening on the Albany-Tangent Section of the Pacific Highway, you will please wire W. H. Lynch, District Engineer, U. S. Bureau of Public Roads at Portland, advising him of the commencement of the work. In your wire, the project should be referred to as Contract No. 1538, National Recovery Highway Project 56-B.

Work on the project will be considered to have started on the day that camp erection or any other work of a manual nature is commenced at the site of the project. The date of commencement of work, as later shown on the monthly and final estimates, must be the same as that used in your notice to Mr. Lynch.

A confirmation copy of your wire to Mr. Lynch should be sent to the Salem Office by mail.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

cc Mr. W. E. Chandler

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

November 15, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon NRH 56-B, Albany-Tangent section of the Pacific Highway, to the United Contracting Company, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By J Caufield
L. J. Caufield
Highway Engineer

RECEIVED
NOV 2 1933
OREGON
STATE HIGHWAY COMMISSION

October 30, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of revised estimate for the Albany-Tangent Section, Project No. NRH-56-B. Five blue-print copies of sheet number two of the plans and five bid proposals are being sent under separate cover.

These papers have been revised to conform with the suggestions made by Mr. Davis, by telephone, and are to replace those which you now have.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Rash/ER

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-56-B

ALBANY-TANGENT SECTION OF THE
PACIFIC HIGHWAY IN LINN COUNTY

(Estimate to accompany specifications. Not as basis for project agreement.)

Salem, Oregon, October 30, 1933.

Pavement Widening, Type PW-3

(Sta. 0+00 to 57+00) (Sta. 65+00 to 107+00) (Sta. 134+00 to 140+50)
(Sta. 151+00 to 406+00)

200	cu. yds.	Gravel Borrow	$ 0.80	$ 160.00
80	lin. ft.	12" Concrete Tile	1.00	80.00
30	" "	12" Concrete Pipe	1.50	45.00
8	cu. yds.	Class "A" Concrete	25.00	200.00
900	lbs.	Metal Reinforcement	0.05	45.00
6.4	miles	Preparation of Base	150.00	960.00
5,200	cu. yds.	Furnish, Haul and Place Min. Aggr.	3.70	19,240.00
285	tons	Asphalt in Place	26.00	7,410.00
62	"	Emulsified or Out-back Asphalt in Seal Coat	24.00	1,488.00
3,600	cu. yds.	Crushed Gravel Shoulders	1.50	5,400.00
			Sub-total	$ 35,028.00
			10% Engr. & Cont.	3,502.80
			Total...............	$ 38,530.80

Length of Roadwork 6.389 miles
Cost per mile $ 6,030.80

Bituminous Macadam Wearing Surface, Type B-12

(Sta. 57+00 to 65+00) (Sta. 107+00 to 134+00) (Sta. 140+50 to 151+00)

7,000	cu. yds.	Excavation, Single Classif.	$ 0.25	$ 1,750.00
22,000	" "	Gravel Borrow	0.80	17,600.00
3,000	yd. sta.	Overhaul	0.05	150.00
500	yd. mi.	Truck Haul	0.15	75.00
80	lin. ft.	36" Concrete Pipe	6.00	480.00
0.9	miles	Preparation of Base	150.00	135.00
1,200	cu. yds.	Furnish, Haul and Place Min. Aggr.	3.70	4,440.00
75	tons	Asphalt in Place	26.00	1,950.00
8	"	Emulsified or Out-back Asphalt in Seal Coat	24.00	192.00
500	cu. yds.	Crushed Gravel Shoulders	1.50	750.00
			Sub-total	$ 27,522.00
			10% Engr. & Cont.	2,752.20
			Total..............	$ 30,274.20

POST OFFICE BUILDING
PORTLAND, OREG.

Length of Roadwork	0.854 miles
Cost per mile	$ 35,449.80

National Recovery Highway Funds Requested:

Pavement Widening, Type PW-5	$ 38,530.80
Bit. Mac., Type B-12	30,274.20
	$ 68,805.00

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

October 28, 1933

RECEIVED
NOV 1 - 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon NRH 56-B, pavement widening on the Albany-Tangent section of the Pacific Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Statement of completed work should also be furnished on the form requested.

The original plans show at the north end of this project some 280' where the city limits of Albany are in the center of the road. If this is correct, would suggest that the half inside the city be shown as non-participating.

Very truly yours,

W. H. Lynch
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

October 23, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany specifications for pavement widening on the Albany-Tangent Section, Project No. NRM-56-B.

Five bid proposals, and five blueprint copies each, of the plan sheets which have been revised to show proposed changes in grade, are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

Encl.

#1424

Oregon State Highway Department

National Recovery Highway
No. NRM 56-B

ALBANY-TANGENT SECTION OF THE
PACIFIC HIGHWAY IN LINN COUNTY

(Estimate to accompany specifications. Not as basis for project agreement.)

Salem, Oregon, October [illegible] 1933

Pavement Widening, Type PW-3
(Sta. 0+00 to 57+00) (Sta. 65+00 to 107+00) (Sta. 134+00 to 140+50)
(Sta. 151+00 to 196+00)

	200	cu. yds.	Gravel Borrow	$ 0.80	$ 160.00	
	80	lin. ft.	12" Concrete Tile	1.00	80.00	
	30	" "	12" Concrete Pipe	1.50	45.00	
	8	cu. yds.	Class "A" Concrete	25.00	200.00	
	900	lbs.	Metal Reinforcement	0.05	45.00	
	6.4	miles	Preparation of Base	150.00	960.00	
5200	~~4,700~~	cu. yds.	Furnish, Haul and Place Min. Agg.	3.70	~~17,390.00~~	19,240.00
285	~~255~~	tons	Asphalt in Place	26.00	~~6,630.00~~	7410.00
	62	"	Emulsified or Cut-back Asphalt in Seal Coat	24.00	1,488.00	
	3,600	cu. yds.	Crushed Gravel Shoulders	1.50	5,400.00	
			Sub-total		$32,398.00	35,028.00
			10% Engr. & Cont.		3,239.80	3502.80
			Total		$35,637.80	38,530.80

Length of Roadwork 6.389 miles
Cost per mile $5,577.99 6030.80

Bituminous Macadam Wearing Surface, Type B-12
(Sta. 57+00 to 65+00) (Sta. 107+00 to 134+00) (Sta. 140+50 to 151+00).

7,000	cu. yds.	Excavation, Single Classif.	$0.25	$ 1,750.00
22,000	" "	Gravel Borrow	0.80	17,600.00
5,000	yd. sta.	Overhaul	0.03	150.00
500	yd. mi.	Truck Haul	0.15	75.00
80	lin. ft.	36" Concrete Pipe	6.00	480.00
0.9	miles	Preparation of Base	150.00	135.00
1,200	cu. yds	Furnish, Haul & Place Min. Aggregate	3.70	4,440.00
75	tons	Asphalt in Place	26.00	1,950.00
8	"	Emul. or Cut-back Asphalt in Seal Coat	24.00	192.00
500	cu. yds.	Crushed Gravel Shoulders	1.50	750.00
		Sub-total		$27,522.00
		10% Engr. & Cont.		2,752.20
		Total- - - -		$30,[illegible]

Length of Roadwork 0.854 miles
Cost per mile $33,449.88

National Recovery Highway Funds Requested:

	38,530.80
Pavement Widening, Type PR-3	$35,[illegible]
Bit. Mac., Type B-12	30,[illegible]
	$65,[illegible]
	68,805.00

#1424

56-B

October 25, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of October 25 enclosing copies of notice of claim of State Industrial Accident Commission against Logan Construction Company in connection with its contract for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

Copies of the notice are being forwarded to the contractor and its surety.

Very truly yours

Secretary

AJ

October 25, 1938

New Amsterdam Casualty Company
℅ Seeley & Co., Agents
Board of Trade Building
Portland, Oregon

Gentlemen:

We hand you copy of notice of claim filed with the Secretary of State by State Industrial Accident Commission against Logan Construction Company in connection with its contract for the construction of the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

The claim is in the amount of $31.60 and is for contributions due the Accident Fund.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Arlington, Oregon

C. N. LAUGHRIDGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
OCT 24 1933
OREGON

October 23, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information, three copies of a notice of claim by the State Industrial Accident Commission for contributions due the Accident Fund in the amount of $31.69 against the bond taken from Logan Construction Company, principal, and New Amsterdam Casualty Company, surety, for work on the Albany-Tangent Section of the Pacific Highway, contract No. 1424.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

PY

Salem, Oregon,
October 20th, 1935.

To - STATE OF OREGON

Hon. Hal E. Hoss,
Secretary of State:

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the Accident Fund, in the sum of $51.69, against the bond taken from the Logan Construction Co. Inc. and the New Amsterdam Casualty Company, Seely & Co., Agents, Board of Trade Building, Portland, Oregon, for the work in connection with the Albany-Tangent section of the Pacific Highway, State Highway Contract No. 1424.

STATE INDUSTRIAL ACCIDENT COMMISSION

By Ralph H. Campbell

Attorney.

Endorsed: File No. 2334
Filed October 21, 1935
HAL E. HOSS,
Secretary of State

#1424

56-B

September 28, 1938

New Amsterdam Casualty Company
% Sealey & Company
Board of Trade Building
Portland, Oregon

Gentlemen:

Attached is copy of notice of claim filed with the Secretary of State by Standard Oil Company of California against Logan Construction Company in connection with the contract awarded to them for the construction of the Albany-Tangent Section of the Pacific Highway in Linn County.

The amount of the claim is $488.48, and is for petroleum products furnished to the contractors.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Arlington
Oregon

September 26, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of September 25 enclosing copies of notice of claim filed by Standard Oil Company against Logan Construction Company in connection with State Highway Contract No. 1424, construction of Albany-Tangent Section of Pacific Highway in Linn County.

Copies of the notice are being forwarded to the contractor and its surety.

Very truly yours

Secretary

AJ

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
SEP 26 1933
OREGON

September 25, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

Messrs, Dey, Hampson & Nelson, Attorneys at Law, Portland, Oregon, have filed in this office today a notice of claim by the Standard Oil Company of California for materials furnished in the amount of $488.45 against the bond taken from Logan Construction Company, Inc., principal, and New Amsterdam Casualty Company, surety, for work on the Albany-Tangent section of the Pacific Highway, contract No. 1424.

A copy of this notice is enclosed for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

To the State of Oregon and to

Hal E. Hoss, Secretary of State:

NOTICE is hereby given that the undersigned, STANDARD OIL COMPANY OF CALIFORNIA, has a claim for goods, wares and merchandise consisting of petroleum products, in the sum of $488.45, against the Bond taken from Logan Construction Co., Inc., Principal, and New Amsterdam Casualty Company, Surety, for the work of improving the Albany-Tangent section of the Pacific Highway in Linn County, Oregon, Oregon Highway Contract No. 1424.

Dated, Portland, Oregon, September 21, 1933.

STANDARD OIL COMPANY OF CALIFORNIA

By W. L. Muncy

Endorsed: File No. 2306
September 25, 1933
HAL E. HOSS,
Secretary of State

#1424
56-B

August 18, 1933

New Amsterdam Casualty Company
C/o Seeley & Company
Board of Trade Building
Portland, Oregon

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make final payment to the Logan Construction Company in connection with contract No. 1424 covering work on the Albany-Tangent Section of the Pacific Highway in Linn County. This payment will be made on or after August 26th, 1933.

For your information wish to advise that the following claims have been filed in this office against this contract:

C. B. Sprenger	$ 19.70
C. E. Black	10.00
F. L. Snyder & Son	13.00
Geo. R. Weirich	142.00
Robert Tash	46.20
Theodore Hoflich	111.85
Copeland Lumber Yards	27.60
Collins Concrete Pipe Co.	1,264.65
Loggers & Contractors Machinery Co.	200.00
Industrial Accident Commission	98.51
F. L. Snyder & Son	10.00

We have been advised by the Industrial Accident Commission that their claim has been settled. The contractors have advised that the claims of C. B. Sprenger and C.E. Black have been paid.

Wish to advise you that the State assumes no responsibility for any of these claims or for any further claims which may be filed against this contract.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

JM:MC

cc - J. M. Devers

A1424

5-6 B

August 16, 1933

New Amsterdam Casualty Company
% Seeley & Company
Board of Trade Building
Portland, Oregon

Gentlemen:

We are enclosing copy of notice of claim filed with the Secretary of State by Theodore Heflich against Logan Construction Company in connection with its state highway contract for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

The claim is $105.15 and is for gravel sold to the contractor.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

LJ

cc Logan Construction Co.
Brightwood
Oregon

August 16, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of August 15 enclosing copies of notice of claim filed by Theodore Hoflich against Logan Construction Company in connection with its contract for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

Copies of the notice are being mailed to the contractor and its surety.

Very truly yours

Secretary

HBG:AJ

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
AUG 1[illegible] 1933

August 15, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

Mr. Victor Olliver, Attorney at Law, Albany, Oregon, has forwarded to this office a notice of claim by Theodore Hoflich for materials furnished in the amountof $105.15 against the bond taken from Logan Brothers Construction Company, principal, and New Amsterdam Casualty Company, surety, for work on the Albany-Tangent Section of the Pacific Highway in Linn County, State Highway contract No. 1424.

A copy of this notice is enclosed for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

COPY

NOTICE OF CLAIM.

SECRETARY OF STATE OF OREGON:
Salem, Oregon.

NOTICE IS HEREBY GIVEN that the undersigned, Theodore Hoflich, has a claim for materials, to-wit, gravel sold, furnished and delivered to Logan Brothers Construction Company in the sum of $105.15 against the bond taken from Logan Brothers Construction Company as principal and the NEW AMSTERDAM CASUALTY COMPANY, as sureties upon such bond for the work, labor and materials in connection with the contract of the said Logan Brothers Construction Company with the State of Oregon it being Oregon Highway Contract No. 1424 covering construction on the Albany-Tangent section of the Pacific Highway in Linn County, Oregon.

This notice is given pursuant to Section 67-1101 Oregon Laws 1930 as amended by Chapter 280 of Oregon Laws of 1931.

Dated this 14th day of August, 1933.

THEODORE HOFLICH

Endorsed: File No. 2296
Filed August 15, 1933
HAL E. HOSS,
Secretary of State

#1424

56B

August 4, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of August 2 enclosing copies of notice of claim filed by J. W. Copeland Yards against Logan Construction Company and its surety in connection with the contract that was awarded to said company for the construction of the Albany-Tangent Section of the Pacific Highway in Linn County.

We are today forwarding copies of notice to the contractor and its surety.

Very truly yours

Secretary

AJ

August 4, 1935

New Amsterdam Casualty Company
% Sealey & Company
Board of Trade Building
Portland, Oregon

Gentlemen:

Attached is copy of notice of claim filed by J. Copeland Yards with the Secretary of State against Logan Construction Company in connection with its contract for the construction of the Albany-Tangent Section of the Pacific Highway in Linn County, State Highway Contract No. 1424.

The amount of the claim is $27.60, and is for lumber furnished to the contractor.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Arlington, Ore.

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
AUG 3 - 1933
OREGON
STATE HIGHWAY COMMISSION

August 2, 1933

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

You are advised that we have received and filed as of July 31st, a notice of claim by the J. W. Copeland Yards, for lumber in the amount of $27.60, against the bond taken from the Logan Construction Company and the New Amsterdam Casualty Company for the work of filling in in front of Mother's Inn on the Albany Tangent Section of the Pacific Highway.

A copy of this notice is enclosed for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

EL

Enc. 3

J. W. COPELAND YARDS

Retail Lumber and Building Material

General Office

PORTLAND, OREGON
133 S. E. Main
July 29, 1933

Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned J. W. COPELAND YARDS has a claim for the materials, consisting of lumber in the amount of $27.60, against the bond taken from the Logan Construction Company by the New Amsterdam Casualty Company for the work of filling in in front of Mother's Inn on the Albany Tangent Section of the Pacific Highway.

Yours very truly,

J. W. COPELAND YARDS

BY M. H. ESTABROOK, AGT.

MHE:B

Endorsed:
File No. 2263
Filed July 31, 1933
HAL E. HOSS, Secretary of State

CONTRACT#1373, 1424,

PR 56 B Albany-Tangent Sec. 1932
1373,1424 Folder # 1

#1424

56 B

July 22, 1933

New Amsterdam Casualty Company
% Seeley & Company
Board of Trade Building
Portland, Oregon

Gentlemen:

We have received notice from J. W. Copeland Yards, Portland, that they have a claim against Logan Construction Company in connection with State Highway Contract No. 1424 for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

The claim is in the sum of $27.60 and is for lumber furnished to the contractor.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Brightwood
Oregon

July 28, 1933

J. W. Copeland Yards
135 S. E. Main
Portland, Oregon

Gentlemen:

Receipt is acknowledged of your letter of July 27 giving notice of your claim against Logan Construction Company in connection with the contract that was awarded to it by the State Highway Commission for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County; said claim being in the sum of $27.60 for lumber furnished to the contractor.

We assume that you have also filed notice of claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, in order to protect your claim.

Very truly yours

Secretary

AJ

J. W. COPELAND YARDS
RETAIL LUMBER AND BUILDING MATERIAL
J. W. COPELAND YARDS
LUMBER

General Offices:
PORTLAND, OREGON
135 S. E. Main
July 27, 1933

State Highway Department
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned J. W. COPELAND YARDS has a claim for the materials, consisting of lumber in the amount of $27.60, against the bond taken from the Logan Construction Company by the New Amsterdam Casualty Company for the work of filling in in front of Mother's Inn on the Albany Tangent Section of the Pacific Highway.

Yours very truly,

J. W. COPELAND YARDS

By MHE Talbott
Agt.

MHE:B

RECEIVED
JUL 28 1933
OREGON
STATE HIGHWAY COMMISSION

56-B

July 26, 1933

Hal E. Hoss, Secretary of State
Capitol Bldg.

Dear Sir:

This acknowledges receipt of copies of notice of claim filed in your office by Collins Concrete Pipe Company, their their attorney Stephen W. Matthiew, for materials furnished in the amount of $1,264.65 with interest from April 10, 1933, against Logan Construction Company to whom was awarded State Highway Contract No. 1424 for 4.60 miles of grade widening on the Albany-Tangent Section of the Pacific Highway in Linn County.

In accordance with our usual practice we are today forwarding copies of such notice to the contractor and his surety.

Very truly yours

Secretary

HBG
jn

July 26, 1933

New Amsterdam Casualty Company
Seeley & Co., Agents
Board of Trade Building
Portland, Oregon

Gentlemen:

Inclosed is copy of notice filed in the office of the Secretary of State by Collins Concrete Pipe Company, through their attorney Stephen W. Matthieu, for materials furnished in the amount of $1,264.65 with interest from April 10, 1933, to Logan Construction Company of Arlington, Oregon in connection with State Highway Contract No. 1424 for the 4.60 miles of grade widening on the Albany-Tangent Section of the Pacific Highway in Linn County.

This information is being given you since you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

Secretary

HBG:
jn

c.c. Logan Construction Co.
Arlington, Oregon

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
JUL 25 1933
OREGON

July 24, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

Mr.Stephen W. Matthieu, Attorney at Law, Portland, Oregon, has forwarded to this office a notice of claim by Collins Concrete Pipe Company for materials furnished in the amount of $1264.65 with interest from April 10, 1933, against the bond taken from Logan Construction Company, principal, and New Amsterdam Casualty Company, surety, for work on the Albany-Tangent Section of the Pacific Highway in Linn County, Oregon.

A copy of this notice is enclosed for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

To THE STATE OF OREGON,
HAL HOSS, Secretary of State for the
State of Oregon; and the
STATE HIGHWAY COMMISSION
Salem, Oregon.

Gentlemen:

NOTICE IS HEREBY GIVEN, that the undersigned, COLLINS CONCRETE PIPE COMPANY, an Oregon corporation, has a claim for materials furnished, consisting of concrete pipe of various sizes and dimensions, in the sum of $1464.65, on account of which $200.00 has been paid, leaving a balance of $1264.65 with interest from the 10th day of April, 1933, against the bond from LOGAN CONSTRUCTION COMPANY, a corporation, as principal, and the NEW AMSTERDAM CASUALTY CO., as surety upon such bond, for work in connection with the grading, repairing and construction of the Albany-Tangent section of the Pacific Highway in Linn County, Oregon, under contract with the State Highway Commission of the State of Oregon.

COLLINS CONCRETE PIPE COMPANY

By J. J. COLLINS
President

Dated at Portland, Oregon
this 21st day of July, 1933

Endorsed: File No. 2281
Filed July 24, 1933
HAL E. HOSS,
Secretary of State

#1424
5-6-B

July 24, 1933

Mr. Stephen W. Matthieu
Attorney at Law
Oregonian Building
Portland, Oregon

Dear Sir:

We are in receipt of your letter of July 21 enclosing notice of claim of Collins Concrete Pipe Company against Logan Construction Company as principal, and New Amsterdam Casualty Company as surety, in connection with State Highway Contract No. 1424, which was awarded to Logan Construction Company for the construction of the Albany-Tangent Section of the Pacific Highway.

This notice is being placed on record for our reference.

Very truly yours

Secretary

AJ

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
OREGONIAN BUILDING
PORTLAND, OREGON

21 July 1933

State Highway Commission
of the State of Oregon

Salem, Oregon

Gentlemen:

I herewith enclose copy of notice filed on behalf of Collins Concrete Pipe Company against the bond of Logan Construction Company as principal, and New Amsterdam Casualty Company as surety, in connection with materials furnished in the grading, repairing and construction of the Albany-Tangent section of the Pacific Highway in Linn County, Oregon, the same being Project No 1512, Contract No.1424 of the State Highway Commission. The original of which is being filed with the Secretary of State.

Yours truly

Stephen W Matthieu

SWM-k

encl.

RECEIVED
JUL 21 1933

To THE STATE OF OREGON,
HAL HOSS, Secretary of State for the
State of Oregon; and the
STATE HIGHWAY COMMISSION
Salem, Oregon.

Gentlemen:

NOTICE IS HEREBY GIVEN, that the undersigned, COLLINS CONCRETE PIPE COMPANY, an Oregon corporation, has a claim for materials furnished, consisting of concrete pipe of various sizes and dimensions, in the sum of $1464.65, on account of which $200.00 has been paid, leaving a balance of $1264.65 with interest from the 10th day of April, 1933, against the bond from LOGAN CONSTRUCTION COMPANY, a corporation, as principal, and the NEW AMSTERDAM CASUALTY CO., as surety upon such bond, for work in connection with the grading, repairing and construction of the Albany-Tangent section of the Pacific Highway in Linn County, Oregon, under contract with the State Highway Commission of the State of Oregon.

COLLINS CONCRETE PIPE COMPANY
By J.J. Collins
President.

Dated at Portland, Oregon
this 21st day of July, 1933

#1424

56-B

July 24, 1933

Logan Construction Company,
Brightwood, Oregon.

Gentlemen:

Please be advised that the time limit on your contract No. 1424 for the construction of the Albany-Tangent Section of the Pacific Highway in Linn County expired on April 30, 1933.

According to our records this contract was not completed until June 14, 1933. Please make application for an extension of time on this contract. Your application must be accompanied by the written consent of your surety on the bond.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dist. by J. McFarland.

#1424
5.6-B

July 22, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of July 20 enclosing copies of notice of claim filed with the Secretary of State by The Loggers & Contractors Machinery Company against Logan Construction Company in connection with the state highway contract that was awarded to it for the construction of the Albany-Tangent Section of the Pacific Highway in Linn County.

Copies of the notice are being forwarded to the contractor and its surety.

Very truly yours

Secretary

AJ

July 24, 1933

New Amsterdam Casualty Company
% Sealey & Co.
Board of Trade Building
Portland, Oregon

Gentlemen:

Attached is copy of notice of claim filed with the Secretary of State by Loggers & Constructor's Machinery Company against Logan Construction Company in connection with State Highway Contract #1424, grade widening of Albany-Tangent Section of the Pacific Highway in Linn County.

The amount of the claim is $200.00 and is for rental of a speeder shovel.

This notice is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Brightwood,
Oregon.

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

July 20, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

The Loggers & Contractors Machinery Company have filed in this office today, a notice of claim for rental of equipment in the amount of $200.00 against the bond taken from Logan ConstructionCompany for work on the Albany-Tangent Contract.

A copy of this notice is enclosed for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

RECEIVED
JUL 22 1933

COPY

LOGGERS & CONTRACTORS MACHINERY CO.
Caterpillar

345 E. Madison St.
Portland, Oregon

July 19, 1933.

Hal E. Hoss
Secretary of State
Salem Oregon

Notice is hereby given that the undersigned, the Loggers & Contractors Mchy Co., of Portland, Oregon has an unsatisfied claim for a part of a six weeks rental of 3/8 yard SPEEDER Shovel #AX64 in the sum of $200.00 (Two Hundred Dollars) against the bond taken from (name of Bonding Company unknown) for the work of the Logan Construction Co. on the Albany-Tangent Contract.

LOGGERS & CONTRACTORS MCHY CO.

By A. F. SERSANOUS
A. F. Sersanous, Treasurer.

Endorsed: File No. 2280
Filed July 20, 1933
HAL E. HOSS,
Secretary of State

56B

July 20, 1938

Albany Sand & Gravel Co.
Albany
Oregon

Gentlemen:

This acknowledges receipt of your bill, in the sum of $519.60, against Logan Construction Company which account was incurred in connection with State Highway Contract No. 1424, grade widening of Albany-Tangent Section of the Pacific Highway in Linn County.

We are today notifying the bonding company relative to your claim.

Very truly yours

Secretary

AJ

July 20, 1935

New Amsterdam Casualty Company
% Seeley & Company
Board of Trade Building
Portland, Oregon

Gentlemen:

We have been informed by Albany Sand & Gravel Company, Albany, that it has a claim, in the sum of $519.60, against Logan Construction Company in connection with the contract that was awarded to it for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Arlington
Oregon

#1424

Address City

Albany, Oregon, July 20, 193 3

In Account With

ALBANY SAND & GRAVEL CO.

INCORPORATED

Telephone 464

Office, 203 N. Broadalbin St.

Sand, Gravel, Cement, Lime, and Fire Brick
Concrete Drain Tile, Culverts, Foundation Blocks, Etc.

TERMS: 30 days net; 8% interest after 60 days

This is the only itemized Bill you will receive.

Date	ITEMS	Charges		Credit	
	Balance Forward				
July 20	Balance	493	54		
	Interest on $493.54 @ 8% for 8 month	26	06		
		$519	60		

Very truly yours

Secretary

HBG:AJ

#1424
56B

July 19, 1935

Mr. Stephen W. Matthieu
Attorney at Law
Oregonian Building
Portland, Oregon

Dear Sir:

Attached is certified copy of contract and bond in connection with State Highway Contract No. 1424 which was awarded to Logan Construction Company for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

This is in response to your request of July 18.

Very truly yours

Secretary

HBG:AJ

July 19, 1938

New Amsterdam Casualty Company
% Seeley & Company
Board of Trade Building
Portland, Oregon

Gentlemen:

We have been informed that Collins Concrete Pipe Company has a claim against Logan Construction Company to whom the State Highway Commission awarded the contract for the construction of the Albany-Tangent Section of the Pacific Highway. The amount of the bill is not known.

This information is given you as you appear as surety on Logan Construction Company's bond.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Arlington, Oregon

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
OREGONIAN BUILDING
PORTLAND, OREGON

18 July 1933

RECEIVED
JUL 19 1933
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem,
Oregon

Gentlemen:

I represent the Collins Concrete Pipe Company who have a claim against the Logan Construction Company and its bondsmen in connection with the widening of the Albany-Tangent section of the Pacific Highway in Linn County, Oregon. In order to institute proceedings it is necessary that I have a certified copy of the contract and bond. I am enclosing my affidavit in the usual form for the purpose of securing such copies.

Yours truly
Stephen W. Matthieu
STEPHEN W MATTHIEU

SWM-k

encl

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

I, Stephen W Matthieu, being first duly sworn, depose and say: That I am attorney for Collins Concrete Pipe Company, an Oregon corporation; that my client has a claim against the Logan Construction Company and its bondsmen in connection with material furnished on the Albany-Tangent section of the Pacific Highway in Linn County, Oregon. That the material supplied consisted of concrete pipe upon which there is a balance unpaid of $1264.65.

That this affidavit is made for the purpose of securing on behalf of my client, Collins Concrete Pipe Company, a copy pf the contract and bond so that a claim may be filed thereon.

Stephen W Matthieu

Subscribed and sworn to before me this 18th day of July,1933

Marion King
Notary Public for Oregon

My Commission expires 30 September 1933

#1424

5-6 B

July 17, 1933

F. L. Snyder & Son
Albany
Oregon

Gentlemen:

This acknowledges receipt of your letter of July 14 advising us of your claim, in the sum of $10.00, against Logan Construction Company for repair to equipment used by said company in connection with its contract for the construction of the Albany-Tangent Section of the Pacific Highway in Linn County, State Highway Contract #1424.

In connection with this project Logan Construction Company was required to furnish the State with a surety bond for the protection of claims. We offer this bond for the protection of your claim. The bond was written by New Amsterdam Casualty Company for which Seeley & Company are agents, with offices in the Board of Trade Building, Portland, Oregon.

It is suggested that you file notice of your claim with the bonding company; also, with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a copy of which is enclosed.

If you secure no satisfaction by so doing, you still have recourse to action in the courts.

Very truly yours

Secretary

HBG:AJ

July 17, 1933

New Amsterdam Casualty Company
℅ Seeley & Co.
Board of Trade Building
Portland, Oregon

Gentlemen:

We are informed that F. L. Snyder & Son, Albany, has a bill against Logan Construction Company in connection with their contract for the widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

The amount is $10.00 and is for repairs to equipment used by the contractor.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Brightwood, Oregon

ELECTRIC, GAS AND FORGE WELDING
Complete Line of Auto Springs
Wheels and Rims.

Phone 2362 — 404-8 E. Second St.

Albany, Ore. 7/14 1933

Name Logan Con't Co.

Address

1	May acct.	
2		
3	repair trailer	8.00
4	weld truck	
5		
6	frame	2.00
7		10.00
8		
9		
10		
11		
12	Send to Mr. Smith	
13	of State Highway	
14	Dept.	
15		

36

MF'D BY McKEE PTG. CO., SALESBOOK MFRS., SPOKANE, WASH.
RAWLINGS STATIONERY & PRINTING CO., ALBANY, ORE.

July 14, 1933
Albany, Oregon

holding the money with which
accounts for the Tangent highw
ld like to present the enclosed
us how to collect it and where ?
are... ..

Yours truly,

F.L. Snyder & Son.

---

r Resident Engineer, B. O.
e lumber was purchased by
ny for force account work
emporary bridges at private
the highway. Mr. Johnsen suggests that the bill be paid direct by the State. We have instructed him to submit an order for state force work to cover this item. Therefore, the matter will be taken care of in due course by the State.

Very truly yours

Secretary

EBG:AJ

July 14, 1935

Albany, Oregon

Oregon State Highway Dept.

Salem, Oregon

Attention : Mr. Smith

Dear Sir:

We were told that you were holding the money with which ~~t~~ to pay Logan Bros. Const. Co. accounts for the Tangent highw way job. If this is so we would like to present the enclosed account, if not could you tell us how to collect it and where ?

Thanking you in advance we are... ..

Yours truly,

F.L. Snyder & Son.

Inquiry of our Resident Engineer, R. O. Johnson, reveals that the lumber was purchased by Logan Construction Company for force account work in the construction of temporary bridges at private approaches to the highway. Mr. Johnson suggests that the bill be paid direct by the State. We have instructed him to submit an order for state force work to cover this item. Therefore, the matter will be taken care of in due course by the State.

Very truly yours

Secretary

HDG:AJ

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

57B

STATE HIGHWAY COMMISSION
SALEM

July 6, 1933

Bronson Lumber Company
Albany
Oregon

Gentlemen:

With further reference to your letter of June 22 in which you enclosed your statement in the sum of $24.10 for lumber that was used in force account work by Logan Construction Company in connection with its contract for the construction of the Albany-Tangent Section of the Pacific Highway.

Inquiry of our Resident Engineer, B. O. Johnson, reveals that the lumber was purchased by Logan Construction Company for force account work in the construction of temporary bridges at private approaches to the highway. Mr. Johnson suggests that the bill be paid direct by the State. We have instructed him to submit an order for state force work to cover this item. Therefore, the matter will be taken care of in due course by the State.

Very truly yours

Secretary

EBG:AJ

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

To
Mr. Glaisyer

STATE HIGHWAY COMMISSION

SALEM

July 1, 1933

IN REPLY PLEASE
REFER TO FILE NO.

E
Engineer
E

ard to the bill of the Bronson Lumber Company
$24.18, which you mention in your letter of
Glaisyer, please be advised that it is all
the invoice for payment to Bronson direct. As
this will eliminate the item from the force account bill, it
will be necessary for you to submit an order for state force
work to cover the item.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by R. Alvick/EB

cc H. B. Glaisyer
cc W. E. Chandler

[illegible] SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

July 1, 1933

IN REPLY PLEASE
REFER TO FILE NO.

Mr. B. O. Johnson
Resident Highway Engineer
Corvallis, Oregon

Dear Sir:

In regard to the bill of the Bronson Lumber Company in the amount of $24.18, which you mention in your letter of June 27th to Mr. Glaisyer, please be advised that it is all right to submit the invoice for payment to Bronson direct. As this will eliminate the item from the force account bill, it will be necessary for you to submit an order for state force work to cover the item.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by R. Alvick/MM

cc H. B. Glaisyer
cc W. E. Chandler

IE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Corvallis, Oregon.
June 27, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr H.B. Glaisyer,
Secretary,
Salem, Oregon,

Dear Sir:

In regard to the bill of the Bronson Lumber Co in the amount of [illegible], the item is for lumber obtained by the Logan Construction Co for construction of temporary bridges at private approaches , A force account order was issued and approved for this work. Logan has not made up his bill for this work but it may be just as well for the State to pay Bronson direct rather than have him await pay from Logan. I have the invoice here . Please advise if we may not pay Bronson direct and eliminate this item from the force account bill to be submitted bt Logan.

Very truly yours
B.C. Johnson
Resident Engineer.

Peebles
What is your suggestion re this?
HBG

June 23, 1933

Bronson Lumber Co.
Albany
Oregon

Gentlemen:

This acknowledges receipt of your letter of June 22 in which you advise us of your claim in the sum of $24.18 against Logan Construction Company for lumber furnished that company in connection with the force account work under its contract for the construction of the Albany-Tangent Section of the Pacific Highway.

I am today writing our resident engineer B. O. Johnson to ascertain who shall pay for this lumber. In the event that it is a state obligation, your invoice will be placed in line for immediate payment. If it is a claim against Logan Construction Company, you will have to look to that company for payment.

I shall advise you further as soon as I hear from Mr. Johnson.

Very truly yours

Secretary

HBG:AJ

June 25, 1938

Mr. B. C. Johnson
Corvallis
Oregon

Dear Sir:

Attached is a copy of a letter that we have today received from the Bronson Lumber Company of Albany regarding their claim against Logan Construction Company, being for lumber furnished in the sum of $24.18 in connection with force account work.

You will note that the lumber company inquire who is to pay the bill — the contractor or the state.

Will you kindly advise me what arrangements were made for the lumber that was secured so that I can write to Bronson Lumber Company?

Very truly yours

Secretary

HBG:AJ

Albany, Oregon, June 22, 1933.

STATE HIGHWAY DEPARTMENT,
Salem, Oregon.

Gentlemen:

In February we furnished lumber to the LOGAN CONSTRUCTION CO., (Force Account) at the request of Mr. Logan and one of your engineers, making up invoices in triplicate and delivering invoices to Logan Construction Company in the amount of $24.18. We have not received pay for this material. Kindly advise us who is to pay this bill. If we are to look to the Company, will you give us their address.

Very truly,

BRONSON LUMBER CO

By G. H. Bronson

#1424
5-6-38

Albany, Oregon, June 9, 193

M LOGAN CONSTRUCTION CO. (Force Account)

To BRONSON LUMBER CO Dr.

Terms

Feb.	3	2	pcs	4 x 12	- 20'	160'	$9.00	1.44
		1	"	"	- 18'	72'	"	.65
		12	"	3 x 12	- 14'	504'	"	4.54
		18	"	"	- 14'	756'	"	6.80
		1	"	"	- 18'	54'	"	.49
		1	"	2 x 12	- 18'	36'	"	.32
Feb	5	2	"	3 x 12	- 16'	96'	"	.86
		12	"	"	- 14'	504'	"	4.54
Feb	11	12	"	"	- 14'	504'	"	4.54
								$24.18

[illegible] 1424 awarded to the above-[illegible] contractor for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

Copies of the notice are being mailed to the contractor and its surety.

Very truly yours

Secretary

HBG:AJ

#1424
5-6-13

July 6, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of July 5 enclosing copies of notice of claim filed by Robert Tash against Logan Construction Company and its surety in connection with State Highway Contract No. 1424, awarded to the above-mentioned contractor for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

Copies of the notice are being mailed to the contractor and its surety.

Very truly yours

Secretary

HBG:AJ

July 7, 1933

New Amsterdam Casualty Company
Seeley & Company, Agents
Board of Trade Building
Portland, Oregon

Gentlemen:

Attached is copy of notice of claim that has been filed with the Secretary of State by Robert Tash against Logan Construction Company in connection with State Highway Contract No. 1424 which was awarded to it by the State Highway Commission for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

The amount of the claim is $46.20. It is for services performed between March 30, 1933 and May 15, 1933.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Brightwood
Oregon

COPY

Portland, Oregon,

June 21, 1933.

Secretary of State,
Salem, Oregon.

New Amsterdam Casualty Co.,
817 Board of Trade Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, Robert Tash, has a claim for wages in the sum of $46.20 against the bond taken by Logan Bros. Construction Company, as principal, and the New Amsterdam Casualty Company, as surety, for work, labor and services performed as a general laborer and sloper, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, betwen the dates of March 30, 1933, and May 15, 1933, inclusive, for the construction of the Oregon State Highway between Albany and Tangent, Oregon.

Very truly yours,

ROBERT TASH

Endorsed: File No. 2268
Filed July 3, 1933
HAL E. HOSS,
Secretary of State

RECEIVED
JUL 6 1933

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
JUL 6 1933
OREGON
STATE HIGHWAY COMMISSION

July 3, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

A notice of claim by Robert Tash for labor performed in the amount of $46.20 against the bond taken from Logan Brothers Contractuion Company, principal, and New Amsterdan Casualty Company, surety, for work on the Oregon State Highway between Albany and Tangent, Oregon, has been received from the Bureau of Labor and filed in this office today.

A copy of this notice is enclosed for you r information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

#1324

5-6-B

July 5, 1933

Mr. Robert N. Stephens
1140 East Second Street
Albany, Oregon

Dear Sir:

This will acknowledge receipt of your card dated June 27, 1933, advising that you have received payment in full for work performed by you in behalf of the Logan Construction Company in connection with the construction of the Albany-Tangent Section of the Pacific Highway.

As is our customary practice, we are today advising the contractor and his surety of the receipt of your notice.

Very truly yours

Secretary

HBG:jn

July 5, 1933

New Amsterdam Casualty Company
Seeley & Co., Agents
Board of Trade Building
Portlad, Oregon

Gentlemen:

We have received notice from Mr. Robert N. Stephens of Albany, Oregon, that he has received payment in full for his work on the Albany-Tangent Section of the Pacific Highway under State Highway Contract No. 1424. This information is being given you since you appear as surety on the contract furnished in this instance.

Yours very truly

Secretary

HBG:jn

c.c. Logan Construction Co.
Arlington, Oregon

Albany Oregon - June 27-33

State Highway Commission
Salem Oregon.

Gentlemen:- please be advised that I have received check in full for work done by me for Logan Construction Co. this past winter

Thanking you for your services, I am

Yours very truly
Robt N. Stephens
1140 East 2nd St., Albany Org

LTURE
POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
JUL 3 - 1933
OREGON
STATE HIGHWAY COMMISSION

1933

Dear Sir:

Final inspection of Oregon E.C.H.P. E-56-B, Albany-Tangent section, Pacific Highway ______________________, was made by a representative of this office on June 29, 1933. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

REFERRED TO
Probst
[illegible]

RECEIVED
JUL 3 - 1933
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE

No. 8

BUREAU OF PUBLIC ROADS

UILDING
OREG.

From
R. Stephens
740 East 2nd St.,
Albany Oregon

ALBANY
JUL
10 AM
1933
OREG.

RECEIVED
JUL 3 - 1933
OREGON
STATE HIGHWAY COMMISSION

THIS SIDE OF CARD IS FOR ADDRESS

State Highway Commission
Salem Oregon.

RECEIVED
JUL 3 - 1933
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

July 1, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon E.C.H.P. E-56-B, Albany-Tangent section, Pacific Highway ____________, was made by a representative of this office on June 29, 1933. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

REFERRED TO
Probert
[illegible]

#1324

56-B

July 1, 1933

J. W. Copeland Yards
Albany
Oregon

Attention of Mr. Theo. Hoflich

Gentlemen:

This acknowledges receipt of the statement which you left in this office a few days ago, being claim in the sum of $27.60 against Logan Construction Company for lumber furnished that company in connection with its contract for the construction of the Albany-Tangent Section of the Pacific Highway.

In connection with this project the contractor was required to furnish the State with a surety bond for the protection of claims, which bond we offer to you as protection for your claim. It was written by New Amsterdam Casualty Company, for which Seeley & Company are local agents, address Board of Trade Building, Portland.

It would be well for you to file your claim with the bonding company, also with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a copy of which is attached. Your claim must be filed with the Secretary of State prior to the expiration of a period of six months from the date of completion of the project.

Very truly yours

Secretary

HDG:AJ

July 1, 1933

New Amsterdam Casualty Company
% Seeley & Company
Board of Trade Building
Portland, Oregon

Gentlemen:

This is to inform you that J. W. Copeland Yards, Albany, has a claim against Logan Construction Company in connection with its contract for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

The amount of the claim is $27.60 and is for lumber furnished in connection with the above-described job.

This notice is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Brightwood
Oregon

J. W. COPELAND YARDS
RETAIL LUMBER AND BUILDING MATERIAL
J.W. COPELAND YARDS
LUMBER

Albany Ore June 27 1933

Logan Construction Co
Albany Ore

TERMS—CASH. 6 PER CT. INTEREST CHARGED WHEN ACCOUNT HAS RUN LONGER THAN 30 DAYS

Lumber	27 60
used on Construction	
of Highway at Tangent	

PROMPT PAYMENT REQUESTED

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

SION

IN REPLY PLEASE
REFER TO FILE NO.

June 19th,
naire
he Logan

ter from
y their
if you would
full. If
by the above

NEER.

eer.

CC to
R.H.Baldock ✓

NOTED
State Highway Engineer

FORM 5-44 5000 PM 5-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

56-R

June 23, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Floyd R. Billings,
Newport, Ore.

Dear Sir:

With reference to yours of June 19th, will say that we received the circular questionaire which was sent to you regarding payment from the Logan Construction Company.

We have just received a letter from Mr. Logan stating that you were paid in full by their checks #421 and #581. We would appreciate it if you would advise us if these checks cover your wages in full. If not we would like to have the amounts covered by the above checks and the balance due.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by

Chas. E. Low

CC to
R.H.Baldock

NOTED
State Highway Engineer

#1424

56B

June 22, 1933

New Amsterdam Casualty Company
% Sealey & Company
Board of Trade Building
Portland, Oregon

Gentlemen:

We are informed that Logan Construction Company is indebted to Robert Tash in the sum of $48.20 for work performed in connection with State Highway Contract No. 1424, which was awarded to Logan Construction Company, for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Logan Construction Co.
Arlington, Oregon

June 22, 1933

Bureau of Labor
101 Courthouse
Portland, Oregon

Attention of Mr. Charles H. Elrey

Dear Sir:

Responding to your request of June 21 I am sending to you, under separate cover, a certified copy of the contract between the State Highway Commission and Logan Construction Company for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

Very truly yours

Secretary

HBG:AJ

H. ELREY
ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

BRANCH OFFICE
101 COURTHOUSE
PORTLAND, OREGON

STATE OF OREGON
BUREAU OF LABOR
C. H GRAM
COMMISSIONER
CAPITOL BUILDING
SALEM, OREGON

O. D. MATTHEWS, DEPUTY
324 N. SIXTH STREET
KLAMATH FALLS, OREGON

FRED O. SMALL, ATTORNEY
MELHASE BUILDING
KLAMATH FALLS, OREGON

Portland, Oregon,

June 21, 1933.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

Enclosed you will find affidavit of Robert Tash, who has a claim for wages against Logan Bros. Construction Co., for work done on the Oregon State Highway between Albany and Tangent, Oregon. Will you please forward the copy of contract and bond to this office.

Very truly yours,

BUREAU OF LABOR

By Charles H. Elrey

Deputy Commissioner of Labor K

CHE/GK

Enc.

ADDRESS YOUR ANSWER TO
BUREAU OF LABOR
101 COURT HOUSE
PORTLAND, - OREGON
ADDRESS ALL COMMUNICATIONS TO THE BUREAU OF LABOR

STATE OF OREGON,)
) SS.
COUNTY OF MULTNOMAH.)

I, Robert Tash, being first duly sworn depose and say that I was employed by Logan Bros. Construction Co. as a general labor and sloper at the rate of 50¢ per hour and that I performed work, labor and services on behalf of said Logan Bros. Construction Co. on the Albany-Tangent Section of the South Pacific Highway, State of Oregon; that there is due and owing me the sum of approximately $46.20 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has failed and refused to pay; that I make this affidavit to secure a certified copy of the bond and contract of Logan Bros. Construction Co. from the Oregon State Highway Commission. This affidavit is made pursuant to the Oregon Law.

Robert Tash

Subscribed and sworn to before me this 21st day of June, 1933.

Gerald C. Knapp
Notary Public for Oregon

My commission expires 9/15/36

#1424

1056 B

June 22, 1933

Logan Construction Company
Brightwood
Oregon

Gentlemen:

Mr. Theo. Hoflich, Albany, called at my office yesterday and left statement of your account with him in the sum of $111.95 for gravel furnished you in connection with your contract for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County. I attach copy of this bill for your information.

Mr. Hoflich states that he has called this matter to your attention a number of times but that you disregarded it and he intends to take extreme measures in the event that you do not settle this account in the near future.

Very truly yours

Secretary

HBG:AJ

cc New Amsterdam Casualty Company
Seeley & Co.
Board of Trade Bldg.
Portland, Oregon

6-20 1933

M Theo Hoflich. Albany Ore.
404 Vine st

To Logan Con Co. Dr.

Terms, Albany. Tangant Highway

197	yds		@	.40	$78.80
51	"	delivered	"	65	33.15
					$111.95

[illegible] up and attend to bill at Snyder's on grader. I cant understand why he is trying to get out of this bill.

Bryan E Ames was running ~~the~~ "60" Caterpillar when they broke the grader. Mr Ames heard Mr Logan say he would pay it, and I also have 2 other witnesses.

I sure appreciate your kindness in this work. Mr Logan shorted me $142 on the job but on account of weather I let him off on that. Thanking you I remain

Yours truly
Geo. R. Weirich.

#1424

5-6B

Lebanon Ore
June 21 – 33

Oregon State Hyw. Comm.
Salem Ore

JUN 22 1933

Dear Sir:- Mr Logan said he would pay all breakage on the job. The grader was broke on the Albany Tangent job just a mile out of Albany near Oak creek bridge.

Mr Logan really owes me as he rented the outfit by the month. He only paid me for a few days $50.40 and I accepted it but the bill should of been $192.40 as he had the outfit 2 months and never paid me till I got after him and I waited 3 months. I signed in full for 50.40. Thought I had better take what I could get. Mr Logan said he would go right up and attend to bill at Snyder's on grader. I can't understand why he is trying to get out of this bill.

Bryant Ames was running the "60" Caterpillar when they broke the grader. Mr Ames heard Mr Logan say he would pay it, and I also have 2 other witnesses.

I sure appreciate your kindness in this work. Mr Logan shorted me $142 on the job but on account of weather I let him off on that. Thanking you I remain

Yours Truly
Geo. R. Weirich.

FORM 2-A-1 6767 10M 12-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

June 19, 1933

IN REPLY PLEASE
REFER TO FILE NO.

Mr. George Weirich
Lebanon
Oregon

Dear Sir:

Reference is made to your claim against Logan Construction Company in the sum of $13.00 for repairs to your grader which you advised me was broken while being used on Logan Construction Company's job at Albany.

I was informed by Mr. Logan, when he was in my office a few days ago, that he agreed to pay for damage done to equipment while being used on his job, but that he has no knowledge that your grader was broken while engaged on his work; therefore, he refused to approve the payment of the repair bill.

It appears that you were engaged on other work at the same time you worked for Mr. Logan, and there is a question on which of these jobs the grader was broken.

I have before me a receipt given ~~me~~ you by Mr. Logan, dated March 1, 1933, acknowledging payment in full for services rendered to Logan Construction Company and for rental of tractor and blade~~r~~.

This matter appears to be a controversy between you and Mr. Logan as to the terms of the agreement by which you rented your outfit to him for this work, and the determination of whether or not the grader was broken on Mr. Logan's job. Under the circumstances it appears that the State Highway Commission can do nothing further regarding the matter except to refer you to the bond which was furnished by the contractor guaranteeing payment of claims incurred against the project. This bond was written by New Amsterdam Casualty Company for whom Seeley & Company are local agents with offices in the Board of Trade Building, Portland.

Very truly yours

H B Glaisyer

Secretary

HBG:AJ

#1424

56-B

Labor $17.40
1 month 60" Cat $125.00
1 " grader 50.00
$192.40
Logan paid cash 51.40
unpaid $143.50
I let him off on account
of weather and required
paid in full,
He hired the outfit by
month and if I had
thought he would be
treating me this way I
would have made him paid
as per agreement.

ainst Logan Construc-
s to your grader which
n Logan Construction

he was in my office
mage done to equipment
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work; therefore, he
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n other work at the
is a question on

I have before ~~me~~ a receipt given ~~me~~ by Mr. Logan, dated March 1, 1933, acknowledging payment in full for services rendered to Logan Construction Company and for rental of tractor and blader.

This matter appears to be a controversy between you and Mr. Logan as to the terms of the agreement by which you rented your outfit to him for this work, and the determination of whether or not the grader was broken on Mr. Logan's job. Under the circumstances it appears that the State Highway Commission can do nothing further regarding the matter except to refer you to the bond which was furnished by the contractor guaranteeing payment of claims incurred against the project. This bond was written by New Amsterdam Casualty Company for whom Seeley & Company are local agents with offices in the Board of Trade Building, Portland.

Very truly yours

Secretary

HBG:AJ

#1424

5-6-x8

June 19, 1935

Mr. George Weirich
Lebanon
Oregon

Dear Sir:

Reference is made to your claim against Logan Construction Company in the sum of $13.00 for repairs to your grader which you advised me was broken while being used on Logan Construction Company's job at Albany.

I was informed by Mr. Logan, when he was in my office a few days ago, that he agreed to pay for damage done to equipment while being used on his job, but that he has no knowledge that your grader was broken while engaged on his work; therefore, he refused to approve the payment of the repair bill.

It appears that you were engaged on other work at the same time you worked for Mr. Logan, and there is a question on which of these jobs the grader was broken.

I have before me a receipt given by me ~~by~~ to Mr. Logan, dated March 1, 1935, acknowledging payment in full for services rendered to Logan Construction Company and for rental of tractor and blader.

This matter appears to be a controversy between you and Mr. Logan as to the terms of the agreement by which you rented your outfit to him for this work, and the determination of whether or not the grader was broken on Mr. Logan's job. Under the circumstances it appears that the State Highway Commission can do nothing further regarding the matter except to refer you to the bond which was furnished by the contractor guaranteeing payment of claims incurred against the project. This bond was written by New Amsterdam Casualty Company for whom Seeley & Company are local agents with offices in the Board of Trade Building, Portland.

Very truly yours

Secretary

HBG:AJ

June 19, 1933

Logan Construction Company
Brightwood
Oregon

Gentlemen:

I am returning receipt No. 1902 given you by George Weirich, Lebanon, Oregon, for rental of tractor and blade and for labor performed, totaling $50.40; also, your check stub No. 321, dated March 1, 1933, by which payment was effected to Mr. Weirich.

Very truly yours

Secretary

HBG:AJ

LOGAN CONSTRUCTION CO.
GENERAL CONTRACTORS
~~Arlington~~, Oregon
Brightwood

JOHN A. LOGAN I
1866-1932
JOHN A. LOGAN II

ADRIAN LOGAN
ETHELYN LOGAN

June 16, 1933

Oregon State Highway Commission
Mr. H. B. Glaisyer Sec.
Salem, Oregon

Dear Sir:

Please find enclosed our time voucher No. 1902 for Mr. Weirch which covers payment in full.

I believe Mr. Climner will have the check which is No. 321.

We ask that this voucher be returned for our files.

Yours very truly,
Logan Construction Company
By

John A. Logan

JAL:PL

cc
New Amsterdam Casualty Company
℅ Seeley & Company
Portland, Oregon

#1424

C1-B

LOGAN CONSTRUCTION CO.
GENERAL CONTRACTORS
~~Arlington~~, Oregon
Brightwood

JOHN A. LOGAN I
1866-1932

JOHN A. LOGAN II

ADRIAN LOGAN
ETHELYN LOGAN

June 14, 1933

Mr. E. G. Black
Route 4
Albany, Oregon

Dear Sir:

Since you did not wait till our pay day for the first half of Jume and filed a claim with the Oregon State Highway Commission it will be necessary for you to sign a release of your claim at the Albany State Bank where you may get your check covering labor of June 2 and June 3 and also June 12 and 13, totaling $17.50 (Seventeen dollars and fifty cents) which is in full payment of labor and team hire.

Logan Construction Co.
By John A. Logan

JAL:PL

CC
H. B. Glaisyer
Sec. Oregon State Highway Commission

#1424

56-B

June 14, 1933

Logan Construction Company
Arlington
Oregon

Gentlemen:

There has been handed to me by Mr. George Weirick, Lebanon, Oregon, a statement of F. L. Snyder & Son in the sum of $18.00 for welding a grader circle.

Mr. Weirick states that you rented his tractor and grader for use in connection with your state highway contract for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County, and that you also hired his operator to run this machine and agreed to pay for all of the repairs necessitated by reason of the use of this equipment on your job.

Mr. Weirick further states that you deducted $18.00 from amounts due him to pay the cost of repairing this machine but that you now refuse to turn this money over to F. L. Snyder & Son, and have referred them to Mr. Weirick for settlement.

In view of Mr. Weirick's statement we believe that you should take immediate steps to settle for this repair work, provided it is in accordance with your agreement with him.

Very truly yours

Secretary

HSG:AJ

cc New Amsterdam Casualty Co.
Seeley & Co.
Board of Trade Building
Portland, Oregon

George Weirick
Lebanon
Oregon

#1124
56-B

ONE 23 STATEMENT 404 E. SECOND ST.

ALBANY, OREGO. June 12 193

M. Logan Bros.

IN ACCOUNT WITH

F. L. SNYDER & SON

ELECTRIC AND GAS WELDING

WE REPAIR AND KEEP IN STOCK
WHEELS, RIMS, SPRINGS AND BUMPERS

CARBIDE

ALL BILLS PAYABLE FIRST OF MONTH

INTEREST CHARGED AT 6 PER CENT ON OVERDUE ACCOUNTS

Dec	3	1932 Welding				
		Grader Circle	13	00		
		By Geo Weirich				

Geo Weirich
[illegible]

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#1424
56-B

June 19, 1933

Logan Construction Company
Brightwood
Oregon

Gentlemen:

I am returning release given you by G. E. Black releasing you from his claim for services rendered you in connection with the Albany-Tangent job, Contract No. 1424.

We are correcting our records in conformance with this release which represents payment in full.

Very truly yours

Secretary

HDG:AJ

cc Black
B. & G. Albany

C
O
P
Y

LOGAN CONSTRUCTION CO.

Brightwood, Oregon

June 14, 1933

Logan Construction Company
Albany
Oregon

Gentlemen:

I hereby release you from any and all claims in connection with your Albany-Tangent Contract No. 1424 for work performed June 2, June 3, June 12, and June 13, with my team for the sum of $17.50 (seventeen dollars and fifty cents in full.

(Sgd) G. E. Black

Will you kindly return for our files?

Form [illegible]

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending June 17, 1933

Section Albany - Tangent

Kind of work Grading

Highway Pacific

Section prefix 22PC

Contractor Logan Construction Co

Contract number 1424 56-B

Date of contract Nov 2, 1932

Date of completion June 14, 1933

Date work started Nov 19, 1932

Estimated date of completion ..., 193...

Amount of contract $ [illegible]03.00

Per cent of time elapsed ...%

Estimated cost of completed project, exclusive of engineering $ 12000

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 1320.38, 11 %

Date project was completed June 14, 1933

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished trimming shoulders and ditches on Wednesday June 14th.

Final estimate is completed.

NOTED
R. W. LIBBY

JUN 2[illegible] 1933

[illegible] Johnson
Res Engr

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.0				
Miles partially completed					
Miles completed	1.0				
Total estimated quantities	27000				
Estimated quantities moved or placed to date	27000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8 for fair wea. only				
Average force on project for week					

Percentages of men employed on contract to be secured from:

Linn County, 100 %; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Linn COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	7				1		
Men and teams	1						9
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 8, Power graders ...., Rollers ...., Mixers ...., 1 Crushing or screening plants 9,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

#1424
56-B

June 10, 1933

New Amsterdam Casualty Company
Seeley & Co., Agents
Board of Trade Building
Portland, Oregon

Gentlemen:

We have today received information of the existence of the claim of Mr. C. E. Black for labor performed in connection with the construction of the Albany-Tangent Section of the Pacific Highway in Linn County under State Highway Contract No. 1424 awarded to the Logan Construction Company.

This information is being given you since you appear as surety on the bond furnished by the contractor.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:JN
c.c. Logan Construction Company
Arlington, Oregon

June 10, 1933

Mr. O. E. Black
R. F. D. #3
Albany, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of June 8 advising that you have a claim of $10.00 against Logan Construction Company for labor performed in connection with the construction of the Albany-Tangent Section of the Pacific Highway in Linn County.

We note that you demand payment of this amount from the State Highway Commission. We regret that we cannot comply with your demand. For the protection of claims, the contractor was required to furnish the State with a surety bond. If you fail to secure satisfaction from the contractor, then we would suggest that you take the matter up with the agent of the bonding company, as well as file notice with the Secretary of State in conformance with the provisions of Chapter 280, Laws of 1931, mimeographed copy of which is inclosed.

We are today advising the contractor, and the New Amsterdam Casualty Company, Seeley & Co., Agents, Board of Trade Building Portland, the surety in this instance, of the existence of your claim.

For your further information, the present address of the Logan Construction Company is Brightwood, Oregon.

Very truly yours

STATE HIGHWAY COMMISSION

HBG:jn

Secretary

Albany Oregon
June 8 1933

State Highway commission
Salem Oregon
Gentlemen:

We wish to enter our claim in amount of Ten dollars - $10.00 against the State of Oregon and the Logan Construction Co. for Two days - 16 hours - labor for one man and one team, on the highway between Albany and the McFarland School house on June second an third.

This money was promised to me on the 5th of June but I was not paid and the Logans have moved from Albany without taking care of it. Please send me your check in amount of Ten dollars and charge to this Job and Oblige.

Yours truly

G. E. Black
R.F.D. 3
Albany
Oregon

#1424

5-6-B

June 10, 1935

Mr. C. E. Sprenger
Shedd
Oregon

Dear Sir:

Your letter of June 5, directed to State Labor Commissioner advising him of your claim against Logan Construction Company, has been referred to this office.

It is noted that you claim to have coming from said company the sum of $3.00 or $4.00 for services rendered them under their subcontract with Clifton & Applegate for the construction of the Dillon Section of the Columbia River Highway in Wasco County; also, that you claim wages for services rendered in connection with the Albany contract.

I received a letter from you, dated June 4, advising the State Highway Commission of these claims, in which you stated that Logan Construction Company owed you a balance of $19.70 on the Albany-Tangent job and $3.00 or $4.00 on the Dillon job. In response to that letter, I took the matter up with Logan Construction Company and Clifton & Applegate, the original contractors on the Dillon project. I have received replies from both. Logan Construction Company advise that you were paid in full for the Dillon project and that you signed a release discharging that company from further liability in connection therewith. I have a letter from Clifton & Applegate confirming the statement of Logan Construction Company, also enclosing a copy of the release that you gave in connection with that job which indicates that you have been paid in full.

In regard to the Albany job, I have a communication from the Logan Construction Company stating that they sent you a check sometime ago and directed it to Albany. It was not called for and was returned to them for better address. Upon receipt of my letter, calling their attention to the claim, they immediately forwarded the check to you at Shedd and I presume that you have now received it.

In view of the above statements, I presume that your claims have been satisfactorily adjusted and would appreciate a letter from you to that effect.

Very truly yours

Secretary

HBG:AJ

cc Mr. C. H. Gram
State Labor Commissioner

June 10, 1933

Clifton & Applegate, Contractors
Hutton Building
Spokane, Washington

Gentlemen:

We thank you for your letter of June 6 concerning the claim of Mr. C. B. Sprenger against Logan Construction Company, your subcontractors on the Dillon project. I am transmitting the information contained therein to Mr. Sprenger.

Very truly yours

Secretary

MBG:AJ

~~ST. FRANCIS HOTEL~~
~~Albany, Oregon~~ Shedd Ore

June 5/33

State labor Comm
Salem Ore

Dear sirs

Logan Const who had a road widening job here refuse to ans my letter & made promise while here that he would pay I last work for them april 9. Have 3 or 4 Dallars Comeing from the job they sub from Clifton Applegate at the Dalles last fall. I guess Mr Logan is at Present hotel in Portland. The bro but does not do any check writeis Slimm at 404-4 st albany. I run Cat & Blade and Common labor

COPY

HUTTON BUILDING .
SPOKANE, WASH.

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JUN - 1933
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RECEIVED
JUN 7 - 1933

ST. FRANCIS HOTEL
Albany, Oregon

And since I hafto turn in for Collection & you figure any over-time get it.

Common labor 50 ¢
Skilled labor 60 ¢

april
10 check $ 21,94
29. check $ 10,00
~~may 8.~~
~~8~~ may 8 $10.00
41,94 total Pd.

This Company hasnt a very good name here & at that I hate to do this but I have it comming

COPY

Hutton Building -
Spokane, Wash.

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RECEIVED
JUN 7 - 1933
OREGON
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JUN 7 - 1933
OREGON
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Hutton Building
Spokane, Wash.

ST. FRANCIS HOTEL

Albany, Oregon

April	a m	P.m.		hours
3	7.30	6 –	labor	9 –
4	8	6 –	Catipillar & Blade	8 ½
5	7.30	6 –	"	9 ½
6.	7	12 noon.	Repairing Cat.	5
7	7	6.	" "	10
10	8	6	Common labor.	9 –
13		1 to 6 PM	Catipilla	5
14		1 to 6 PM	Catippilla	5
15	8 to 10.30		move Catipilla	2 ½
21		7 to 12 noon	Catipilla	5
22.	7	6	Catipilla	10
23 Sun	8 to 10.30		Greasing Cat.	2 ½

6½ hours @ 1.00
18 hours .50¢

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RECEIVED
JUN 7 1933
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 7 1933
OREGON
STATE HIGHWAY COMMISSION

Hutton Building
Spokane, Wash.

6

ST. FRANCIS HOTEL
Albany, Oregon

	a.m.	P.M.		
24	7	2	run Catipillar	6
25.	7	6	run Catipillar	10
26	7	6	run Catipillar	10
27	7	6	run Catipillar	10
28	7	6	run Catipillar	10
29	7 to 12 noon		run Catipillar	5
				51 [illegible]

Clate Sprenger
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JUN 7 1933
OREGON
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COPY

JUN 7 1933
OREGON

JOHN M. CLIFTON, PRES.
V. J. APPLEGATE, VICE PRES.

HUTTON BUILDING
SPOKANE, WASH.

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS

Spokane, Washington
June 6, 1933

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are this morning in receipt of a copy of a letter addressed to the U. S. F. & G. Company, Portland, Oregon, relative to your receiving a letter from C. B. Sprenger or Shedd, Oregon, advising that he has a claim between three and four dollars for services rendered Logan Construction Company in connection with their sub-contract under us on the Dillon Section of the Columbia River Highway.

Please be advised that Mr. Sprenger was given a check and executed a release on the 19th day of December, 1932. We are enclosing a copy of same for your information and if it will be nesessary for us to furnish you the original, we will be glad to do so. I believe that the enclosed release will take care of this matter.

Very truly yours,

CLIFTON & APPLEGATE

BY

ojm cb

cc U. S. F. & G. Co.
Portland, Oregon

RECEIVED
JUN 7 - 1933
OREGON
STATE HIGHWAY COMMISSION

COPY

RECEIVED
JUN 7 - 1933

RELEASE
With Subrogation

WHEREAS, Clifton & Applegate as principals entered into a certain contract with the State of Oregon for the grading of the Dillon Section of the Columbia River Highway in Wasco County, Oregon, and the United States Fidelity and Guaranty Company as surety, executed the Statutory Bond therefor: and

WHEREAS Logan Construction Company, subcontractors under Clifton & Applegate is indebted to C. B. Sprenger in the amount of --Twenty-six and 14/100--Dollars $26.14-- for material and/or labor furnished to said Logan Construction Company by said C. B. Sprenger and used in the said project:

NOW THEREFORE, in consideration of Twenty-six and 14/100 ($26.14) paid by the contractor, Clifton and Applegate, receipt whereof is hereby acknowledged I hereby release and forever discharge the said Clifton & Applegate, United States Fidelity & Guaranty Company, and Logan Construction Company from any and all debts, claims, demands and liabilities arising out of and/or in connection with the said project, and hereby sell, assign and subrogate to the said Clifton & Applegate any and all debts, claims, demands and liabilities that I now or may hereafter have, both in law or in equitity, against the said Logan Construction Company arising out of and/or in connection with the said project.

Executed in duplicate this 19th day of December, 1932.

(Signed) C. B. Sprenger

Witness:

____

Check No.____________

Amount $26.14

COPY

RECEIVED
JUN - 1933

LOGAN CONSTRUCTION CO.

GENERAL CONTRACTORS

~~Arlington, Oregon~~

JOHN A. LOGAN I
1866-1932

JOHN A. LOGAN II

ADRIAN LOGAN
ETHELYN LOGAN

Brightwood, June 6, 1933

RECEIVED
JUN 7 - 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. H. B. Glaisyer
Sec. Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Your letter under date of June 5th written to our surety in reference to C. B. Sprenger filing a claim for labor for $19.70 on our State Highway Contract No. 1424.

Mr. Sprenger's check was mailed some time ago to Albany, Oregon and was returned recently uncalled for. We are at this date forwarding Mr. Springer's check to Shedd, Oregon as your letter stateshis present address.

Very truly yours,

John Logan

Logan Construction Co.

cc New Amsterdam Casualty Company
% Seeley & Company
Portland, Oregon

JAL:ML

LOGAN CONSTRUCTION CO.
GENERAL CONTRACTORS
xxxxxxxx, Oregon
Brightwood

JOHN A. LOGAN I
1866-1932

JOHN A. LOGAN II

ADRIAN LOGAN
ETHELYN LOGAN

RECEIVED
JUN 7 - 1933
OREGON
STATE HIGHWAY COMMISSION

June 6, 1933

Mr. H. B. GLaisyer
Sec. Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are in receipt a copy of your letter to U. S. Fidelity & Guranty Company in regards to C. B. Sprenger of Shedd Oregon on the Dillon Section of the Columbia River Highway in Wasco County having a claim of three or four dollars.

Mr. Sprenger signed a release and wages received in full when the U. S. Fidelity & Guranty Company paid him on behalf of Clifton+Applegate. So we are in no way indebted to Mr. Sprenger.

Very truly yours,

John A Logan
Logan Construction Company

cc Clifton & Applegate
Hutton Building
Spokane, Wn.

JAL:ML

#1424

56-B

June 8, 1933

New Amsterdam Casualty Company
% Sealey & Company, Agents
Board of Trade Building
Portland, Oregon

Gentlemen:

We are today in receipt of a letter from C. B. Sprenger, Shedd, Oregon, advising that he has a claim in the sum of $19.70 for services rendered Logan Construction Company in connection with their contract for the widening of the Albany-Tangent Section of the Pacific Highway in Linn County, State Highway Contract No. 1424.

This information is given you as you appear as surety on the bond furnished by the contractors.

Very truly yours

Secretary

HBG:AJ

cc Logan Construction Co.
Arlington, Oregon

June 5, 1923

U. S. Fidelity & Guaranty Company
% C. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

We are today in receipt of a letter from C. B. Sprenger, Shedd, Oregon, advising that he has a claim between $3.00 and $4.00 for services rendered Logan Construction Company in connection with their subcontract under Clifton & Applegate for the construction of the Dillon Section of the Columbia River Highway in Wasco County.

This information is given you as you appear as surety on the bond furnished by Clifton & Applegate in connection with this work.

Very truly yours

Secretary

HBG:AJ

cc Logan Construction Co.
Arlington, Ore.

Clifton & Applegate
Hutton Building
Spokane, Wn.

June 5, 1933

Mr. C. B. Sprenger
Shedd
Oregon

Dear Sir:

This acknowledges receipt of your letter of June 4 advising that you have a claim against Logan Construction Company in the sum of $19.70 for services rendered them in connection with their contract for the construction of the Albany-Tangent Section of the Pacific Highway in Linn County; also, that you have a claim against them in the sum of $3.00 or $4.00 in connection with their subcontract under Clifton & Applegate for the construction of the Dillon Section of the Columbia River Highway in Wasco County.

I suggest that you take your claim up with the bonding company. In connection with the Albany job, the bond was written by New Amsterdam Casualty Company; the local agents for this firm are Seeley & Company, Board of Trade Building, Portland. In connection with the Dillon project, the bond furnished by Clifton & Applegate was written by U. S. Fidelity & Guaranty Company, its local agent being Mr. C. O. Price, Porter Building, Portland.

In connection with the last-named project, you should also contact Clifton & Applegate, Hutton Building, Spokane, with reference to your claim.

In order to protect yourself further, it might be well for you to file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280, Laws for 1931, a mimeographed copy of which is enclosed.

According to our usual practice, we are today calling your claim to the attention of the contractors and their sureties.

Very truly yours

Secretary

HBG:AJ

Shedd Ore
June. 4/33

State Highway Comm
Salem Ore

Dear Sirs.

RECEIVED
JUN 5 - 1933
OREGON
STATE HIGHWAY COMMISSION

I worked for the Logan Const Co here on this job they have here, and haven't worked for them since April 2 I Can't get a settlement which is a bal of $19.70 due from this job & 3 or 4 dollars from The Dalles job they sub from Clifton, Applegate I Could turn it into the Labor Comm But don't want to make any trouble if avoided. Can you have them settle I need it badly.

Yours Sincerely
C.B. Sprenger

B. BALDOCK
HIGHWAY ENGINEER
SALEM

56 B

FORM 2-A-1 7016 10M 2-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

56 B

OREGON STATE HIGHWAY COMMISSION
SALEM

June 2, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

The engineering on the Albany-Tangent section has been extremely high because of the following reasons:

1 - The total contract amount of this project was only $9,808.00 for the widening of 4.60 miles and the cost of cross-sectioning, figuring sections, setting finishing stakes, culverts, etc., would have been very little if any more on a job costing four or five times as much as this one as there is approximately the same amount of engineering to be done.

2 - Extra engineering was necessary to get ties for and the making of right of way descriptions.

3 - Extra engineering was also necessary in doing the extra work not contemplated by reason of right of way considerations and agreements entered into and not covered by the contract.

We do not feel that the high engineering on this job is due to any fault, incompetency or negligence on the part of the resident engineer.

Yours very truly,

H G Smith

H. G. SMITH,
CONSTRUCTION ENGINEER.

REFERRED TO
State Highway Engineer

5-33
SSIONERS
SLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

May 24, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Memorandum to Mr. H. G. Smith:

The only explanation I can give for the heavy engineering expense on this work is the low total of the contract, which, however, covered a six mile section. There had been no right of way ties and considerable time was put in on this field work in addition to the descriptions for deeds. There was practically as much engineering work required on this six mile stretch as there would have been had the grading work cost $60,000. instead of $12,000.

F. D. Eason
F. D. Eason. ZR

FDE:ZR

cc Mr. Wm. E. Chandler

RECEIVED
MAY 24 1933
CONSTRUCT [illegible]

[illegible] job [illegible]:

*[illegible] Contract Amount
[illegible] Engineering } 8%
[illegible] Contingencies
*10,800.00 Total
1,875.00 Request for increase
*12,675.00 Total

The Bureau [illegible] Summary shows:

*11,977.37 (Revised estimate
- engineering
1,700.00
*13,677.37 Total
12,675.00
*1,002.37 Bal. over requested authorization

Engineering on first est. [illegible].7%
" " final [illegible].2%

[illegible]

Very truly yours

R H B

State Highway Engineer

RHB:jn

RECEIVED
MAY 24 1933
OFFICE OF
CONSTRUC[illegible]

The engineering on this [illegible] charged 16% [illegible] this [illegible] due mostly because [illegible] engineering necessary on a small contract job and because of engineering incidental to securing right of way data, making descriptions etc.
[illegible]

RECEIVED
MAY 15 1933

May 15, 1933

Mr. H. G. Smith:

Reference is made to the attached requests for authority for additional expenditure. Please explain why you request authority for engineering expense on this job to the amount of 10%. Does it indicate that the engineering costs are running around 15% or 20%?

Please give me a full explanation.

Very truly yours

State Highway Engineer

RHB:jn

RECEIVED
MAY 24 1933
OFF[illegible] C[illegible]
CONSTRUC[illegible]

The engineering [illegible] [illegible] this [illegible] monthly [illegible] necessary [illegible] engineering [illegible] and [illegible] engineering [illegible] segregated [illegible] highway [illegible] making descriptions etc.

[illegible]

[illegible] MAY 16 1933

#1424

Linn Co.

56B

May 22, 1933.

The United States National Bank
Portland, Oregon

Attention: Mr. Walter M. Cook,
Vice-President & Cashier.

RECEIVED
20 1933
OREGON
STATE HIGHWAY COMM

Gentlemen:

Reference is made to your letter of May 19 advising us of the claim of J. S. McKee against Logan Construction Company.

Our records show that the Logan Construction Company contract is approximately 97% complete as of March 15, 1933, and that we have paid to the contractor the sum of $10,001.47. They also show that our retained percentage amounts to $725.60 and that the value of the uncompleted work amounts to $326.32. The division engineer who has charge of this improvement reports that the contractor cannot complete the work until weather conditions are more favorable. The materials that the contractor has been handling have been very wet and mushy and it will require several days for it to dry out before finishing work can be done.

We have no record in this office of any assignments given by Logan Construction Company; therefore, we have no alternative but to make payments direct to the contractor in the usual manner.

Weather conditions permitting, we anticipate that this project will be completed and final payment made within the next three or four weeks.

Yours very truly
STATE HIGHWAY COMMISSION

Secretary

HBG:MC

May 22, 1933

#1424

G.

Re: Logan Constr. Co. Cont. #1424 - Albany-Tangent Section.

The above contract was approximately 97% complete on March 15th. The Total amount paid to date is $10,000.47 and the retained percentage is $735.60. Quantity summary sheet shows $226.32 to complete. The completion date of the contract was April 30, 1933. I have been advised by the division office that the contractors cannot complete until we have a few days of dry weather to finish the grading work.

J. McF.

assignment ? Work
conditions - Bonding? [illegible]
[illegible] $98.51. did
[illegible] job.

ONAL BANK

00.00

RECEIVED
MAY 20 1933
OREGON
STATE HIGHWAY COMMISSION

State Highway Department,
Salem,
Oregon

Dear Sirs:

Mr. J. S. McKee has lodged with us for collection note of Logan Construction Company, Inc., dated January 16, 1933, with interest at the rate of 8%, payable on demand and secured by assignment of labor and material claims against the Albany-Tangent State Highway Contract No. 1424, Estimate No. 2.

According to Mr. McKee the job is nearly finished and he now desires that you be notified of the obligation; also for us to ascertain whether you will protect him for the amount involved.

If you will kindly favor our collection department with the information sought, it will be appreciated.

Yours very truly,

Vice President & Cashier

CWMMH

[illegible]

#1424

UNITED STATES DEPOSITORY

THE UNITED STATES NATIONAL BANK

CAPITAL AND SURPLUS $ 6,000,000.00

CABLE ADDRESS.
"UNITBANK"

PORTLAND, OREGON

WALTER M. COOK
VICE PRESIDENT
AND CASHIER

May 19, 1933

RECEIVED
MAY 20 1933
OREGON
STATE HIGHWAY COMMISSION

State Highway Department,
Salem,
Oregon

Dear Sirs:

Mr. J. S. McKee has lodged with us for collection note of Logan Construction Company, Inc., dated January 16, 1933, with interest at the rate of 8%, payable on demand and secured by assignment of labor and material claims against the Albany-Tangent State Highway Contract No. 1424, Estimate No. 2.

According to Mr. McKee the job is nearly finished and he now desires that you be notified of the obligation; also for us to ascertain whether you will protect him for the amount involved.

If you will kindly favor our collection department with the information sought, it will be appreciated.

Yours very truly,

Walter M Cook

CWMMH

Vice President & Cashier

[illegible]

[illegible]

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

B

OREGON STATE HIGHWAY COMMISSION

SALEM

May 11, 1933

May 15, 1933
Dict. 5/13/33

IN REPLY PLEASE REFER TO FILE NO

Logan Construction Company,

Mr. H. C. Smith:

I have copy of your letter of May 11 to the Logan Construction Company concerning the wages being paid to the men on the Albany-Tangent Section. This sounds serious and I would suggest that you have Eddy Clymer, our timekeeper, go over their accounts and see what is wrong.

Please see me about this.

Very truly yours

State Highway Engineer

RHB:jn

ONERS
LIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

May 11, 1933

IN REPLY PLEASE
REFER TO FILE NO.

Logan Construction Company,
Box 264,
Albany, Ore.

Dear Sir:

Serious complaints have reached this office concerning the wages which you are paying the men on the Albany-Tangent Section.

The statement is being made that men are being paid off at the rate of 25 ¢ per hour. I do not understand this accusation as you seemed to handle the contract up to a few weeks ago in a satisfactory manner, but wish to call your attention to the fact that the funds for this contract are being provided by the Federal Government and that the rates of pay and the conditions governing labor are specifically set forth in your contract so that there can be no ambiguity, and any violation of these terms will result in the funds being held up by the government and serious delays result in your receival of the final estimate.

The Resident Engineer also advises that the pay rolls are not being prepared in the requisite manner, and that quite evidently some violations of the State Laws and contract provisions have taken place recently.

This is to advise, therefore, that these conditions must be corrected immediately and that the final settlement will not be made until we have satisfactory assurance from your pay rolls that all labor conditions have been met.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

HGS/H

CC to ✓
R. H. Baldock
Wm. E. Chandler

By

H. G. Smith,
Construction Engineer.

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon E. 56-B

POST OFFICE BUILDING
PORTLAND, OREG.

May 3, 1933

RECEIVED
MAY 4 - 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____________ project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer.

Encl.

Agr. 11989.

Form P. R. 2
State Oregon
Project No. E-56, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 4th day of January, 1933

by and between the State Highway Commission of Oregon, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 27th day of January, 1930, revised project statement, which was approved by the Secretary on the 5th day of April, 1930, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 1st day of November, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of three thousand, [illegible] hundred thirty-six and 64/100 dollars ($3,236.64) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "Emergency Construction Highway funds" appropriated by Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917 and Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 on the south city limits of Albany in the S.E.¼ of Sec. 12, T.11 S., R.4 W., W.M., and survey station 351+60 in the S.W.¼, Sec. 7, T.12 S., R.4 W., (excepting therefrom the portion of roadway between survey stations 213+10 and 300+72 and excepting therefrom the bridges between survey stations 84+50 and 85+30, 212+42 and 212+60, and 334+15 and 334+38)

, length 4.571 miles, in Linn County,

being Section B of Oregon Federal Aid project No. E-56, consisting of

4.571 miles of roadway and no bridges, [illegible], [illegible] known locally as the Albany-Tangent section of the Pacific Highway between official control points Junction City and Albany.

JAN 6 1938 9 14 AM

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(c) The Highway Department hereby agrees that, within two years after completion of the improvement contemplated under this agreement, it will increase the pavement width over the entire project to a width of not less than 20 ft.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of three thousand, two hundred thirty-six and 64/100 dollars ($3,236.64), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ten thousand, seven hundred eighty-eight and 80/100 dollars ($10,788.80), the approved total estimated cost of Section B of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 18th day of April, 1933.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

R G Tugwell

Acting Secretary of Agriculture.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. E-56-B State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 10,780.80 as the total estimated cost of said project, and the sum of $ 5,236.64 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 18th day of April, one thousand nine hundred and thirty-three.

R G Tugwell
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 3—4320

#1424

5-6 B

March 4, 1933

J. W. Copeland Yards,
335 East Main Street,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of March 3rd concerning the Logan Construction Company.

Please be advised that the above firm have state highway contract No. 1424 which is known as the Albany-Tangent Section of the Pacific Highway in Linn County consisting of 4.60 miles of grade widening. The bond furnished in connection with this contract was written by the New Amsterdam Casualty Company for whom Seeley & Company who have offices in the Board of Trade Bldg., Portland, are resident agents. The amount of the bond is $9,808.60 and the completion date of the contract is March 31, 1933.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

4
B

J. W. COPELAND YARDS
RETAIL LUMBER AND BUILDING MATERIAL
J. W. COPELAND YARDS
LUMBER

General Offices:
[redacted]
PORTLAND, OREGON

335 E. Main St.
March 3rd, 1933

State Highway Commission
Salem, Oregon

Gentlemen:

Logan Bros. Construction Co. of Arlington have applied to our Albany Yard for credit. They apparently have a road contract there. Please let us know if they are bonded on this job.

Yours very truly,
J. W. COPELAND YARDS

BY

GKC:H

RECEIVE
MAR 4 - 1933
OREGON
STATE HIGHWAY COMMISSIO

A.O.B. H.:

John Logan
was in and requested
that we mail his
warrant to Albany
State Bank. He does
not intend to make
assignment as it is
not necessary. I told
him we could do that.

J. Smith

OK.

Tell Carl Smith
& do as he requested.

H.S.S.

Also no assignment unless
surety consents.

#1424

File 56B

IGHWAY DEPARTMENT

T OF CLAIM

we hereby sell, assign and transfer
due on Contract 1424 on the Albany-Tangent

gon. and authorize and empower
to act as agent for us

d claim and to sign, receipt for and receive any warrant
e State of Oregon or the various counties within said
said warrant for payment by said Treasurer; provided,
sede or defeat the state's prior and superior claim and
n any manner vest in the assignee any interest in said
aterial.

Not used

Feb, 1933.

Logan Construction Company

John Logan

---

ent Section, project No. 56-B.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

—10-32.

#1424

File 56B

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF ....

($..........) Dollars, to us paid, we hereby sell, assign and transfer the within claim for all moneys due or to become due on Contract 1424 on the Albany-Tangent section on the Pacific Highway in Linn County

to Albany State Bank, Albany, Oregon. and authorize and empower

said " " " " " to act as agent for us

and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, nor shall this assignment in any manner vest in the assignee any interest in said funds prejudicial to the interest and claims for labor or material.

Not used

Witness my hand this 27th day of Feb, 1933.

Executed in the presence of us as witnesses:

....

....

Logan Construction Company

John Logan

---

work performed on the Albany-Tangent Section, project No. 56-B.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

—10-32.

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF ....

($..........) Dollars, to us paid, we hereby sell, assign and transfer the within claim for all moneys due or to become due on Contract 1424 on the Albany-Tangent section on the Pacific Highway in Linn County

to Albany State Bank, Albany, Oregon. and authorize and empower

said " " " " " to act as agent for us

and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, nor shall this assignment in any manner vest in the assignee any interest in said funds prejudicial to the interest and claims for labor or material.

Witness my hand this .... day of ...., 193....

Executed in the presence of us as witnesses:

.... Logan Construction Company

....

---

agreement covering the State force grading work performed on the Albany-Tangent Section, project No. 86-B.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/OS

Encl.

56B

February 24, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of February 21st, we are enclosing herewith six copies of estimate as basis for modified agreement covering the State Force grading work performed on the Albany-Tangent Section, project No. 56-B.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Project No. 56-B

ALBANY-TANGENT SECTION OF THE

PACIFIC HIGHWAY IN LINN COUNTY

(Estimate as basis for modified agreement. Based on estimated costs for state force construction.)

Salem, Oregon, February 24, 1933.

Grading - Sta. 213+10 to Sta. 300+72) (Sta. 351+60 to Sta. 406+00)

All Required		Clearing and Grubbing		$	360.00
9,400	cu. yds.	Excavation, Single Classif.	$0.30		2,820.00
4,600	yd. sta.	Overhaul	0.03		138.00
2,000	yd. mi.	Truck Haul	0.15		300.00
36	lin. ft.	12" Concrete Pipe	1.10		39.60
72	lin. ft.	18" Concrete Pipe	2.10		151.20
36	lin. ft.	24" Concrete Pipe	2.85		102.60
36	lin. ft.	30" Concrete Pipe	4.10		147.60
			Sub-total	$	4,059.00
			10% Engr. & Cont.		405.90
			Total	$	4,464.90

Length of Road work (Sta. 213+10 to 300+72) (Sta. 351+60 to 406+00)	2.672 miles	
Roadway (Sta. 0+00 to 213+10) (Sta. 300+72 to 351+60)	4.5717 "	(Exception)
5 Bridges - 234 feet	.0443 "	(Exception)
Total length	7.288 miles	

Cost per mile $1,670.99

Federal Aid Funds Requested	$2,752.16	(61.64%)
State Funds Available	1,712.74	
	$4,464.90	

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State Funds for Maintenance: Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

February 21, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The construction of Oregon Emergency Construction Highway Project E-56-B involves the improvement of 4.571 miles of highway now included in Oregon Federal Aid Project 56-B. In order that the same work may not be covered by two separate agreements, it will be necessary that the Federal Aid project be amended to eliminate the work covered by the Emergency project.

Appropriate notations will be made on the plans now on file in this Bureau to show a separation of the work into the two projects. However, a revised estimate should be prepared for the Federal Aid project and that agreement amended to conform with the revised estimate.

As we are advised that action on the Emergency project will be deferred pending receipt of the above requested estimate, it should be submitted as promptly as possible.

Very truly yours,

W. H. LYNCH
District Engineer

By J R Elliott
J. R. Elliott
Sr. Highway Engineer

Albany-Tangent

RECEIVED
FEB 22 1933
OREGON
STATE HIGHWAY COMMISSI

NOTED FEB 25
CARL F. SMITH
AUDITOR

#1424
56-B

February 24, 1933

Logan Construction Company Inc.
Albany, Oregon

Gentlemen:

In response to your request of the 21st instant I am today advising our auditor to mail future warrants to you, in connection with the Albany-Tangent project No. 1424 to the Albany State Bank at Albany, Oregon, until directed otherwise.

It is noted in the second paragraph of your letter that you wish us to consider your letter as an assignment to the Albany State Bank. This we cannot do because the assignment is not in the standard form provided by this department. I am inclosing a form of assignment in duplicate whereby you assign all funds due or to become due you in connection with this contract to the Albany State Bank. If you will have this signed by the proper officials of your company and affix your seal thereto and return both copies to this office, accompanied by a letter from your surety company to the effect that they consent to this assignment, then we will honor the same, otherwise payments will have to be made to you in the usual manner.

Yours very truly
STATE HIGHWAY COMMISSION

Secretary

HBG:MC
encl.

noted 2/25

LOGAN CONSTRUCTION CO.
GENERAL CONTRACTORS
Arlington, Oregon

JOHN A. LOGAN I
1866-1932

JOHN A. LOGAN II

ADRIAN LOGAN
ETHELYN LOGAN

Albany, Oregon
February 21, 1933

Mr. H. B. Glaisyer
Sec. Oregon State Highway Comm.
Salem, Oregon

Dear Sir:

Will you please mail our funds on Albany-Tangent State Highway Contract No. 1424, to the Albany State Bank, Albany, Oregon, for us to indorse.

We would appreciate you considering this as an assignment to the Albany State Bank, except in the event something unforseen should happen, and our bonding company should declare a default and draw our funds as the bonding company has a prior right under our contract with them.

We thank you in advance for this favor.

Yours very truly
Logan Construction Co., Inc.
By: John Logan
President
By: Ethelyn Logan
Sec. & Treas.

R 56

January 31, 1933

Gillette & Marsters
Attorneys at Law
Independence, Oregon

Attention of Mr. C. L. Marsters

Gentlemen:

Reply is made to your letter of January 30 regarding the claim of C. McBeth against J. C. Compton.

As stated in the first paragraph of your letter, the contract provides that the State Highway Commission may pay claims and charge them against the monies due the contractor. However, the Commission has never exercised this authority except in one or two instances when the claims have either been verified by the contractor or have been ordered paid by the court.

While we assist creditors as much as we can to secure settlement of claims against contractors, we do not presume to pass on the legitimacy of the claims; hence, it would appear unwise to pay claims until full knowledge regarding them has been secured. In the present instance, we would suggest that you again present Mr. McBeth's claim to Mr. Compton. He has performed many contracts for the State Highway Commission and we have found him to be very reliable. If you secure no satisfaction by so doing them, of course, Mr. McBeth still has recourse to action in the courts.

Our records show that Mr. Compton completed Contract No. 1373, which covers widening and resurfacing work on the Pacific and West Side Pacific Highways in Benton, Linn and Polk Counties, on October 3, 1932; also, that this project was accepted by the State Highway Commission on November 1, 1932.

Very truly yours

HBG:AJ

Secretary

C. F. GILLETTE, MONMOUTH
PHONE 61

C. L. MARS IN NDENCE
PHONE 44

LAW OFFICES
GILLETTE & MARSTERS
INDEPENDENCE, OREGON

January 30, 1933

CLAIM OF C. MCBETH AGAINST J.C. COMPTON
RE: ON CONTRACT NO. 1373, PROJECT NO. 1455,
AWARDED JUNE 23, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen:

I notice that in Section 4. Page 9, of the above contract that it is one of the covenants that the Highway Commission may pay the claim and charge the sum to the funds to the contractor. Mr. Compton has not paid said claim as yet and I thought maybe you might pay said claim as provided in said contract.

It seems odd that a contractor under a $66,000.00 contract would refuse to pay a just claim of $16.86.

However, if you can not pay the $16.86 will you please furnish me with the date of the acceptance of the work completed under the foregoing contract.

Respectfully yours,

C. L. Marsters

RECEIVE
JAN 30 1933
OREGON
STATE HIGHWAY

~~#7373~~

#R 56

January 20, 1933

J. C. Compton Company,
McMinnville, Oregon.

Attention: Glenn Rowell.

Gentlemen:

In response to your inquiry of January 19th we wish to advise that the address of C. McBeth who has filed a claim against your firm for material furnished, is Independence, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

J. C. COMPTON COMPANY

GENERAL CONTRACTORS

J. C. COMPTON
McMinnville, Oregon

McMinnville, Oregon, January 19, 1933.

H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

We are in receipt of a copy of your letter to Hartford Accident & Indemnity Company, Portland, Oregon, regarding a claim of C. McBeth against our Company.

This account has not been presented to us for payment by the claimant so we were unaware that such an account existed.

If you will kindly give us McBeths address we will take up the matter with him to find out the nature of his claim and no doubt can straighten up the matter provided it is a just account.

Yours very truly,

J. C. Compton Co.

By Glen L. Rowell

cc Jewett, Barton & Leavy
Lewis Building,
Portland, Oregon,

#1573

56

January 19, 1933

Hartford Accident & Indemnity Co.,
Jewett, Barton & Leavy, John Kern Co.
Lewis Building
Portland, Oregon

Gentlemen:

We have received notice that C, McBeth has filed a claim amounting to $16.80 against the bond taken from J. C. Compton in connection with State Highway Contract No. 1573 which was awarded Mr. Compton for the widening and resurfacing of the Pacific and West Side Pacific Highways, Bituminous Macadam Project No. 12.

This information is given you as you appear as surety on the bond furnished in connection with this contract. A copy of Mr. McBeth's notice of claim is attached.

Yours very truly
STATE HIGHWAY COMMISSION

HBG:MC
Secretary

cc - J. C. Compton
McMinnville, Oregon

January 19, 1933

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of the 17th instant to which was attached copies of C. McBeth's claim which has been filed with you against Mr. J. C. Compton, for materials furnished amounting to $16.86 in connection with Mr. Compton's contract No. 1378 known as Bituminous Macadam Project No. 12 on the Pacific and West Side Pacific Highways.

Yours very truly
STATE HIGHWAY COMMISSION

HBG:MC

Secretary

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

January 17, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

This is to advise that we feceived from C. L. Marsters, Attorney, Independence, Oregon, and filed as of this date, a notice of claim by C.MC Beth for materials furnished in the sum of $16.86 against the bond taken from J. C. Compton, principal, and the Hartford Accident & Indemnity Company, surety, for work on the Pacific and West Side Pacific Highway.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

"NOTICE OF CLAIM"

To OREGON STATE HIGHWAY COMMISSION:

Notice hereby is given that the undersigned C. McBeth, has a claim for plumbing materials in the sum of $16.86, Sixteen Dollars and Eighty Six Cents, against the bond taken from, J.C. Compton, principal, and the Hartford Accident & Indemnity Company, sureties, for the work of the Bituminous Macadam Project #12 on the Pacific and West Side Pacific Highway.

C. MC BETH
Claimant

Endorsed: File No. 2188
Filed January 17, 1933
HAL E. HOSS,
Secretary of State.

#1373

PR 56

January 17, 1933

Hartford Accident & Indemnity Company
℅ Jewett, Barton & Leavy, Agents
Lewis Building
Portland, Oregon

Gentlemen:

We have been informed that C. McBeth has a claim, in the sum of $16.86, against J. C. Compton for materials furnished him in connection with State Highway Contract No. 1373, pavement widening and resurfacing of Bituminous Macadam Project No. 12 of the Pacific and West Side Pacific Highways in Benton, Linn and Polk Counties.

This notice is given you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

AJ

cc J. C. Compton,
McMinnville,
Oregon.

ILLETTE, MONMOUTH
PHONE 61

C. L. MAR , IN DENCE
PHONE 44W

LAW OFFICES
GILLETTE & MARSTERS
INDEPENDENCE, OREGON

January 16, 1933

Oregon Highway Commission,
Salem, Oregon.

Gentlemen:

Enclosed will find the affidavit of C. McBeth as prescribed by Oregon Code, 1930, Section 67-1101, for materials furnished to J.C. Compton, under contract with you for work on the West Pacific Highway.

Please furnish me with a certified copy of the contract and bond under which Mr. Compton was employed as prescribed by said Section 67-1101, Oregon Code 1930.

Yours truly,

Marsters

REC
JAN 1

AFFIDAVIT

STATE OF OREGON)
(ss.
County of Marion)

I, C. McBeth being first duly sworn, say that on or about September 9th, 1932, I furnished to J. C. Compton, a contractor, under contract to the Oregon State Highway Commission for work on the Pacific and West Pacific Highway, the following materials, to wit:

6-½'' Nips, 90¢, 4-½" Ells 60¢ - - - - -	$1.50
3-½" St. Ells,45¢, 2-½"Un. 70¢ - - - - -	1.15
2-½" Tees 30¢, 3-2"Bu,x 1",45¢ - - - - -	.75
3-2" Coup.,70¢,20½'of 1"P-Sec. "$2.05. -	2.75
1-1" Ell.Sec. 20¢, 30'of 1"P.N. 3.90- -	4.10
1-1" globe V. 1.35, 1-2"Coup. 45¢ - - -	1.80
1-1½' X 2, 15¢, 1-½X1" 15¢ - - - - -	.30
16'of 1"P-Blk.$1.62, 18'of10" Galv.P.2.39-	4.01
1-2½" Nip. 4"L. 35¢ - - - - -	.35
3 brass Thds. Cut - - - - - ,	.15
	$16.86

That payment for the same has not been made.

C. McBeth.

Subscribed and sworn to before me this 16th day of January 1932.

Notary Public for Oregon

My commission expires November 27, 1936.

RECEIVE
JAN 17 193
OREGON
STATE HIGHWAY CO

PR-56-B

January 17, 1938

Gillette & Marsters, Attorneys
Independence
Oregon

Gentlemen:

Receipt is acknowledged of your letter of January 16, and the affidavit of C. McBeth relative to his claim against J. C. Compton, a highway contractor.

Enclosed is certified copy of contract and bond in connection with State Highway Contract No. 1378 which was awarded to J. C. Compton for the pavement widening and resurfacing (Bituminous Macadam Project No. 12) of the Pacific and West Side Pacific Highways in Benton, Linn and Polk Counties.

Very truly yours

Secretary

AJ

#1373

OR 56

Jan. 11, 1933.

Hartford Accident & Indemnity Co.,
Jewett, Barton & Leavy, John Kern Co.
Lewis Building
Portland, Oregon

Gentlemen:

We have received a bill in the sum of $16.86 from Mr. C. McBeth of Independence, Oregon, which he alleges is due him for miscellaneous supplies furnished Mr. J. C. Compton. We are of the opinion these supplies were furnished Mr. Compton in connection with contract No. 1373, Bituminous Macadam Project No. 12 on the Pacific and West Side Pacific Highways. According to the bill submitted these supplies were furnished on September 9th and 15th, 1932.

This information is given you as you appear as surety on the bond furnished in connection with this contract.

Yours very truly
STATE HIGHWAY COMMISSION

HBG:MC
Secretary

cc - J. C. Compton
McMinnville, Oregon

DP-56-B

Jan. 11, 1933

Mr. C. McBeth,
158 C. Street
Independence, Oregon

Dear Sir:

Receipt is acknowledged of your bill in the amount of $16.86 which covers miscellaneous supplies furnished J. C. Compton, Contractor.

Mr. Compton has had several contracts with the State Highway Commission during the past year and we have no way of knowing on which contract the supplies furnished by you were used. However, we presume this material was furnished in connection with contract No. 1373 which was known as the Bituminous Macadam Project #12 on the Pacific and West Side Pacific Highway.

On this contract, as on all State Highway contracts, the Contractor is required to furnish the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. Such a bond was furnished by Mr. Compton through the Hartford Accident & Indemnity Company for whom Jewett, Barton & Leavy, John Kern Company are the Resident Agents with offices in the Lewis Building, Portland. We would suggest that you communicate with these agents regarding your bill and also that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws 1931, a copy of which is enclosed for your information. No charge is made for filing the notice with the Secretary of State.

There is nothing further that we can do for you except to inform the bonding company and the contractor that you have a claim against the surety bond filed in connection with the contract mentioned. This we are [illegible] today.

Yours very truly
STATE HIGHWAY COMMISSION

HBG:MC

Secretary

INDEPENDENCE, OREGON. Sep. 9 1932

M Mr. J. C. Compton, State Highway.

IN ACCOUNT WITH

C. McBETH

PLUMBING, HEATING, TINNING, SOLDERING AND GENERAL REPAIR WORK
ESTIMATES GIVEN FREE OF CHARGE
158 C. STREET

117266 PACIFIC STATY. & PRINTING CO. PORTLAND

9/9	To 6-½" Nips, 90¢, 4-½" Ells 60¢	150
	3-½" St. Ells. 45¢, 2-½" Uns 70¢	1.15
	2-½" tees 30¢ 3-2" Bu. to 1" 45¢	75
	3-2" Coups 48¢ 20½' of 1" P. Sec. 205	275
	1-1" Ell Sec. 20¢, 30' " 1" P. 390	410
	1-1" Globe 135 1-2" Coup, 45¢	180
	1-Bu. 1¼ to 2" 15¢ 1 Bu. 1¼" to 1" 15¢	30
	16' of 1" Blk. P. 162 18' 10" of galv. P. 1" 239	401
	1-2½" Nip. 4" Lr. 35¢	35
9/15	" 3 brass thds. Cut	15
		1686

6-B

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PR-56-B

RESOLUTION

WHEREAS, State Highway No. 1 of the State of Oregon, known as the East Side Pacific Highway, is routed through the City of Albany, Linn County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit: The westerly half of Elm Street from the south corporate limits northerly for 1080 feet.

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, The Bureau of Public Roads of the Department of Agriculture of the United States will not participate in the construction of said highway until and unless the said City of Albany will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right-of-way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Albany, Linn County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 1 of the State of Oregon, known as the East Side Pacific Highway, which will permanently or unduly interfere with the free and convenient

flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Albany, Linn, County, Oregon, this 7th day of Dec., 1938.

Attest:

Virgil L. Calavan
Mayor.

F. P. Nutting
City Recorder.

- - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Albany, Linn County, Oregon, on the 7th day of Dec., 1938, at the regular meeting of said Common Council.

Dated this 7th day of Dec., 1938.

F. P. Nutting
City Recorder.

December 27, 1932

Logan Construction Company
Arlington
Oregon

Gentlemen:

We are sending you under separate cover for your records and files an executed copy of the contract recently awarded to you by the State Highway Commission for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

Very truly yours

Secretary

AJ

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

December 9, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

On Oregon Federal Aid Project 56-B it will be necessary to submit a substitute estimate for auditing vouchers covering that portion of the project completed under the present agreement. A final voucher should also be submitted so that surplus Federal Aid funds may be released.

This is necessary as the present agreement covers work on a portion of the highway on which you are now requesting Emergency Construction Highway Funds, in conjunction with Federal Aid.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

RECEIVED
DEC 10 1932
OREGON
STATE HIGHWAY COMMISSION

November 22, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Albany-Tangent Section, Project No. E-56-B.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/HR.

Encl.

Oregon State Highway Department

Emerg. Constr. Highway
Project No. E-56-A

ALBANY-TANGENT SECTION OF THE PACIFIC HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 19, 1932.

Completed Work: Statement of completed work will be submitted upon payment of final voucher.

Emergency Work - (Sta. 0+00 to Sta. 213+10 and Sta. 300+72 to Sta. 351+60):

All Required		Clearing and Grubbing		$ 200.00
28,000	cu. yds.	Excavation, Single Classification	$ 0.26	7,280.00
6,000	yd. sta.	Overhaul	0.02	120.00
7,000	yd. mi.	Truck Haul	0.12	840.00
100	cu. yds.	Surfacing Approach Drives	1.20	120.00
120	lin.ft.	Salvaging Drain Pipe	0.40	48.00
400	lin. ft.	12" Concrete Tile	1.00	400.00
100	lin. ft.	12" Concrete Pipe	1.00	100.00
80	lin. ft.	18" Concrete Pipe	2.00	160.00
90	lin. ft.	36" Concrete Pipe	6.00	540.00
			Sub-total	$ 9,808.00
			10% Engr. & Cont.	980.80
			Total.............	$10,788.80

Length of Roadway	4.571	miles
Length of 3 Bridges, 142.0 ft.	.027	"
Total length	4.598	"

Cost per mile $ 2,360.27

Regular Federal Aid Requested	$ 3,236.64	(30%)
Emerg. Constr. Highway Funds Requested	7,552.16	
	$10,788.80	

State Funds for Constr.: Chapter 175, Laws 1917: Chapter 31, Laws 1920.
State Funds for Maint.: Chapter 41, Laws 1927.

Oregon State Highway Department

Emerg. Constr. Highway
Project No. E-56-B.

ALBANY-TANGENT SECTION OF THE PACIFIC HIGHWAY IN LINN COUNTY

(Estimate with plans. Not as basis for project agreement).

Salem, Oregon, October 28, 1932.

Completed Work: Statement of completed work will be submitted upon payment of final voucher.

Emergency Work - Sta. 0+00 to Sta. 213+10 and Sta. 300+72.0 to Sta. 331+60.

All Required		Clearing and Grubbing		$ 500.00
28,000	cu. yds.	Excavation, Single Classification	$0.30	8,400.00
6,000	yd. sta.	Overhaul	0.03	180.00
7,000	yd. mi.	Truck Haul	0.15	1,050.00
100	cu. yds.	Surfacing Approach Drives	2.00	200.00
120	lin. ft.	Salvaging Drain Pipe	0.40	48.00
400	lin. ft.	12" Concrete Tile	0.80	320.00
100	lin. ft.	12" Concrete Pipe	1.10	110.00
80	lin. ft.	18" Concrete Pipe	2.10	168.00
90	lin. ft.	36" Concrete Pipe	5.40	486.00
			Sub-total	$11,462.00
			10% Engr. & Cont.	1,146.20
			Total..............	$12,608.20

Length of Roadway	4.571 miles
Length of 3 Bridges, 142.0 ft.	.027 "
Total length	4.598 "
Cost per mile	$ 2,758.30

Regular Federal Aid Requested	$ 3,782.46	(30%)
Emerg. Constr. Highway Funds Requested	8,825.74	
	$12,608.20	

October 28, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying plans for the Albany-Tangent Section, Project No. E-56-B. Five bid proposals for this work are being sent under separate cover.

The plans for this section which you have on file are incorrect, except Sheet No. 7 which has been revised to show a small change in the alignment between Station 107+00 and Station 132+00. The necessary prints of this revised sheet will be sent to you tomorrow.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer;

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.

Encl.

PR 56 B

November 14, 1932

Logan Construction Company
Arlington
Oregon

Gentlemen:

This letter is to inform you that we have been notified by the State Industrial Accident Commission that it has no record of your corporation.

It is one of the requirements of the State Highway Commission that all successful bidders on state highway construction work shall accept the provisions of the Oregon Workmen's Compensation Act and to carry on their operations in strict compliance therewith. This you will be expected to do in connection with the contract recently awarded to you for the grade widening of the Albany-Tangent Section of the Pacific Highway in Linn County.

Full particulars and forms will be furnished you by the State Industrial Accident Commission upon request.

Very truly yours,

Secretary

HBG:AJ

FORM 5-A-1 5400 2000 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

56-B

November 12, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. B. O. Johnson,
Resident Engineer,
Tillamook, Ore.

Dear Sir:

I note from your Weekly Report that descriptions on the Albany Tangent-Junction City jobs have not been completely prepared and beg to advise that the department is receiving considerable criticism from the property owners over long delays in payment after option is taken, and therefore you are instructed to so arrange your office that the right of way descriptions can be gotten in immediately.

If there is any question about the 100' map please take this up with Mr. Chandler immediately and give instructions to prepare a new map if necessary.

All descriptions on this job should be in within ten days.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By,

NOTED
State Highway Engineer

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock ✓

NOTED
State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

November 1, 1932

RECEIVED
NOV 12 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our recommendation today of approval of Oregon Emergency Construction Highway Project E-56-B, Albany-Tangent section of Pacific Highway, and of our concurrence as of this date in the award of contract to the low bidder.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Sr. Highway Engineer

STENCIL NO. 124

RECEIVED
MAY 5 - 1932
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P. 56-B

Post Office Building
Portland, Oregon.

May 4,1932.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer.

Encl.

A 4p- 11989

Form P. R. 2
State Oregon
Project No. 56, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—6618

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 31st day of March, 1932

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 27th day of January, 1930, a project statement, which was approved by the Secretary on the 5th day of April, 1930, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 8th day of February 1932, and approved by the Secretary on the 22nd day of April, 1932, and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of ten thousand, three hundred eighteen and 60/100

dollars ($10,318.60) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(*b*) By the count ---------- of ----------
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ----------
(State how placed under direct control of Highway Department)

*(*c*) ----------

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 on the south city limits of Albany in the S.E.¼ of Sec. 12, T. 11 S., R. 4 W., W.M., and survey station 406+00 on the section line between Sec. 13, T. 12 S., R. 4 W., and Sec. 18, T. 12 S., R. 3 W., W.M. (excepting therefrom those portions between survey stations 84+50 and 85+30; 212+42 and 212+80; 237+40 and 237+63; 334+15 and 334+38; and 387+22 and 387+92), terminal points, a distance of 7.251 miles, known locally as the Albany - Tangent section of the Pacific Highway between Junction City and Albany, Linn County, being Section B of Oregon Federal Aid Project No. 56.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.
(Include amount, date, and citation of

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(c) The Highway Department hereby agrees that, within two years after completion of the improvement contemplated under this agreement, it will increase the pavement width over the entire project to a width of not less than 20 ft.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of ten thousand, three hundred eighteen and 60/100 dollars ($10,318.60), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of sixteen thousand, five hundred eighty-one and 40/100 dollars ($16,581.40), the approved total estimated cost of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ____________________~~

~~____________________ (Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ____________________ (Name)~~

~~(Strike out if not appropriate.)~~

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ____________________

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....
....
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said

STRICKEN OUT

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ...., upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ....
(Include reference to statute authorizing
....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)
....

STRICKEN OUT

*(b) By the ...., upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ....
(Include reference to statute authorizing
....
funds and probable amount annually available)
....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ....
....
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 22nd day of April, 1932

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ....
Chairman, State Highway Commission
(Title of officer)

By Leslie Scott
Member, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission.
(Title of officer)
C. Washburne

By ....
....
(Title of officer)

By ....
....
(Title of officer)

[SEAL]

[SEAL]

CWB

P. M. Dunlap
Acting Secretary of Agriculture.

8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 56-B, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 16,581.40 as the total estimated cost of said project, and the sum of $10,318.60 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 22nd day of April one thousand nine hundred and Thirty-two

R. W. Dunlap
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—1820

PR 56B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

March 2, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for execution and return to this office are three copies of agreement for Oregon Federal Aid Project No. 56-B, Albany-Tangent section of the Pacific Highway. There is also enclosed an approved copy of the detail estimate upon which the project agreement is based. Please note that the attached agreements include a clause requiring widening of the pavement within two years after completion of the present contemplated improvement.

Now included in our approving letter

This project has been approved subject to the condition that no rental of State or County owned equipment will be included in the unit prices of items upon which Federal Aid is claimed.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Encl.

Albany - Tangent
Emergency Project

RECEIVED
MAR 3 1932
OREGON
STATE HIGHWAY COMMISSION

PR56B

January 27, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement and six copies of an analysis of cost for pipe culverts, covering the Albany-Tangent Section, Project 56-B. Two sets of blueprint plans for this work are being sent under separate cover. The additional three sets of plans will be sent to you tomorrow.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 56-B

ALBANY-TANGENT SECTION

OF THE PACIFIC HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on estimated costs for state force construction).

Salem, Oregon, January 26, 1932.

All Required	Clearing and Grubbing		$ 1,000.00
36,000 cu. yds.	Excavation, Single Classif.	$ 0.30	10,800.00
13,000 yd. sta.	Overhaul	0.03	390.00
11,000 yd. mi.	Truck Haul	0.15	1,650.00
160 lin. ft.	12" Concrete Pipe	1.10	176.00
140 lin. ft.	18" " "	2.10	294.00
40 lin. ft.	24" " "	2.85	114.00
40 lin. ft.	30" " "	4.10	164.00
90 lin. ft.	36" " "	5.40	486.00
			$15,074.00
	10% Engr. & Cont. - - - -		1,507.40
	Total - - - -		$16,581.40

Length of Project, gross	7.295	miles
" " 5 Bridges, 234 ft.	.044	"
" " Project, Net	7.241	"
Cost per mile	$ 2,289.93	

Federal Aid Requested	$ 10,318.60 (62.23%)
State Funds Available	6,262.80
	$ 16,581.40

State funds for construction: Chapter 175, Laws 1917: Chapter 31, laws 1920.

State funds for maintenance: Chapter 41, Laws 1927.

ALBANY-TANGENT SECTION

Project No. [illegible]

(Analysis of Cost per lineal foot of Culvert Pipe)

Corrugated Culvert Pipe

	12"	18"	24"	30"	36"
Cost F.O.B. Eugene	$ 0.64	$ 1.40	$ 1.94	$ 2.63	$ 3.38
Freight to Tangent	0.15	0.25	0.33	0.54	0.78
Cartage	0.08	0.14	0.19	0.31	0.44
Installation	0.20	0.30	0.40	0.60	0.80
Estimate Cost	$ 1.07	$ 2.09	$ 2.86	$ 4.08	$ 5.40
(Used)	$ 1.10	$ 2.10	$ 2.85	$ 4.10	$ 5.40

ALBANY-TANGENT SECTION

Project No. [illegible]

(Analysis of Cost per lineal foot of Culvert Pipe)

Concrete Culvert Pipe

	12"	18"	24"	30"	36"
Cost F.O.B. Eugene	$ 0.64	$ 1.40	$ 1.94	$ 2.63	$ 3.38
Freight to Tangent	0.15	0.25	0.33	0.54	0.70
Cartage	0.08	0.14	0.19	0.31	0.44
Installation	0.20	0.30	0.40	0.60	0.88
Estimate Cost	$ 1.07	$ 2.09	$ 2.86	$ 4.08	$ 5.40
(Used)	$ 1.10	$ 2.10	$ 2.85	$ 4.10	$ 5.40

Albany - Tangent Section
Project No. 56-B

(Analysis of Cost per lineal foot of Culvert Pipe)

Concrete Culvert Pipe

	12"	18"	24"	30"	36"
Cost FOB Eugene	$.64	$1.40	$1.94	$2.63	$3.38
Freight to Tangent	.15	.25	.33	.54	.78
Cartage	.08	.14	.19	.31	.44
Installation	.20	.30	.40	.60	.80
Estimated Cost	$1.07	$2.09	$2.86	$4.08	$5.40
(Used)	$1.10	$2.10	$2.85	$4.10	$5.40

CONTRACT#1374,

SEE:

CONTRACT#1224,

520

1974 [illegible]: Contract 1224

CONTRACT#1375,

SEE:

CONTRACT#1293,

1375 SEE: Contract 1293 95

CONTRACT#1380,

SEE:

CONTRACT# 1371,

138 [illegible]: Contract [illegible]

CONTRACT #1381, 1392,

PR 167-C Umatilla Overcrossing 1932
1381
1392

March 28, 1934

Mr. W. M. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of final voucher in amount $493.39 for the Umatilla Overcrossing Section, Project No. 167-C. The constructed length of the project is as given in the plans which you now have.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Bash/ER

Encl.

J.24

January 6, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of final voucher in amount of $1,283.99 for the Umatilla Overcrossing Section, Project No. E-163-C.

The constructed length of this project is the same as given in the plans which you now have.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

J-2

#1392

167B

October 15, 1933

United States Fidelity & Guaranty Company,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1392 for the construction of a half viaduct on the Columbia River Highway in Umatilla County near Umatilla has been completed by the contractor, Tom Lillebo, and that final settlement will be made by the State with said contractor for work done under said contract on or after October 25, 1933.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $4,021.88 including the final payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#139

167c

August 12, 1932.

Mr. C. B. McCullough:

Attached hereto is a request for extension of time on contract No. 1392. Subsequent to the award of this contract, it was decided to extend the viaduct practically double its length. This extension was made under a price agreement to S. H. Newell who has the contract for the grading of the adjacent section. Mr. Newell in turn sublet the viaduct extension to Mr. Lillebo.

The construction of both portions of the viaduct proceeded simultaneously, but in view of the greater quantities involved, it was not completed within the original time limit.

The only expense to the state incident to this overrun of time was the salary and expenses of the Resident Engineer.

In view of the above circumstances, I would recommend that the extension be granted without penalty.

G. S. Paxson
Field Engineer

GSP:AP

APPROVED
Bridge Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
No. 8
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

JUL 29 193

July 27, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon E-167-C, Umatilla Overcrossing and approaches, Columbia River Highway ____________________________, was made by a representative of this office on July 18, 1933. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By
L. J. Caufield
Highway Engineer

#1381

167-C

March 29, 1935

Monolith Portland Cement Company
Worcester Building
Portland, Oregon

Gentlemen:

Receipt is acknowledged of your letters of March 25 and 28 relative to your claim against R. H. Jones in connection with State Highway Contract No. 1381, construction of a bridge over O. W. R. R. & N. Co. tracks at Umatilla on the Columbia River Highway.

We are glad to know that your bill has been paid and are accordingly making the proper notation on our records.

Very truly yours

Secretary

AJ

McFarland

MONOLITH
M
PORTLAND
CEMENT

MONOLITH PORTLAND CEMENT COMPANY

MONOLITH
PORTLAND CEMENT
AND
PLASTIC WATERPROOF PORTLAND CEMENT

MAR 29 1933

201 Worcester Bldg.,
Portland Oregon.

March 28th.1933

Oregon State Highway Commission,
Salem Oregon;

Gentlemen; Attention:-Bridge Department

Under date of March 25th.,we wrote you regarding the balance due due from R.H.Jones contractor on the OWR&N overcrossing at Umatilla Oregon.

We now wish to advise you that we have received a check from Mr.Jones.

Yours very truly,

Ben E. Teschner

Ben E.Teschner
District Representative

Mr [illegible]

MONOLITH
M
PORTLAND
CEMENT

MONOLITH PORTLAND CEMENT COMPANY

MONOLITH
PORTLAND CEMENT
AND
PLASTIC WATERPROOF PORTLAND CEMENT

201 Worcester Bldg.,
Portland Oregon.

MAR 27 19[illegible]
[illegible] COMMISSION

March 25th.1933

Oregon State Highway Commission,
Salem Oregon.

Gentlemen;

Our firm furnished the cement for the construction of the OWR&N overcrossing at Umatilla Oregon on which R.H.Jones held the contract.

There still is a balance of $219.60 due us on this job.

Will you kindly advise us if we should take this up with the bonding company or file direct with the highway department.

In case we are to take this matter up with the bonding company will you please advise us the name of the bonding company.

Yours very truly,

Monolith Portland Cement Co.,
By

FORM 2-B-1 0401 5M 11-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

#1381

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

167C

March 1, 1933

H. B. Glaisyer, Secretary
State Highway Commission
Office

Dear Sir:

This is to advise that the work under contract No. 1381, Mr. R. H. Jones, contractor, for the construction of the Umatilla Overcrossing was completed on February 15 and is now ready for final payment. Will you please secure authorization for this final payment?

Very truly yours

C. B. McCullough
Bridge Engineer

By W A Reeves
W. A. Reeves
Office Engineer

WAR LD

Approved by Commission 3/1/33
HBG
OK

#1381
Uma. Co.

167C

March 1, 1933

Great American Surety Company,
Baker Insurance Agency, Agents,
Baker, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1381 for the construction of a bridge over the O. W. R. R. & N. Co. tracks at Umatilla on the Columbia River Highway in Umatilla County, has been completed by the contractor, R. H. Jones, and that final settlement will be made by the State with said contractor for work done under said contract on or after March 10, 1933.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the contractor in this instance. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $12,318.94 including the finalppayment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

167-C

Hyp. 13762

Form P. R. 2

State Oregon

Project No. E-167, Section C

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 30th day of December, 1932 by and between Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 4th day of April, 1931, a project statement, which was approved by the Secretary on the 22nd day of April, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 31st day of October, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of four hundred thirty-four and 11/100 dollars ($434.11) as the share of the Unit[illegible] payable under said act on account of Section C of said project, which does not exce[illegible]ized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "Emergency Construction Highway funds" appropriated by Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Umatilla Overcrossing and approaches on the Columbia River Highway,

Between survey stations 0+00 in the N.E.¼ Sec. 17, T. 5 N., R. 28 E., W.M., and survey station 12+00 in the N.W.¼, Sec. 16, T. 5 N., R. 28 E., W.M.,

, length 0.227 miles, in Umatilla County, being Section C of Oregon project No. E-167, consisting of one overpass and approaches thereto, ~~miles of roadway and bridges each~~ of more than 20 feet clear span, 0.227 of a mile in length, known locally as the Wallula Cut-off between official control points "a point on the Federal Aid Highway System in the vicinity of Umatilla," and "the Oregon-Washington State Line approximately south of Wallula."

DEC 2 [illegible] 9 48 AM

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of four hundred thirty-four and 11/100 dollars ($ 434.11), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one thousand, four hundred forty-seven and 05/100 dollars ($ 1,447.05), the approved total estimated cost of Section C of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 2nd day of February, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Scott

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Carl Washburne

Member, State Highway Commission.
(Title of officer)

By

(Title of officer)

By

(Title of officer)

R. W. Dunlap
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. E-167-C, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 1,447.05 as the total estimated cost of said project, and the sum of $ 434.11 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 2d day of February one thousand nine hundred and Thirty-three

R. W. Dunlap
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: 19[illegible] 8—1829

November 22, 1938.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Umatilla Overcrossing Section, Project No. E-167-C.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/MR.

Encl.

Oregon State Highway Department

Emerg. Constr. Hwy.
Project No. E-167-C

UMATILLA OVERCROSSING SECTION
OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, Nov. 18, 1932

Completed Work:

Statement of completed work will be submitted upon payment of final voucher.

EMERGENCY WORK - EARTH APPROACHES

20	cu. yds.	Excavation, Single Classif.	$ 0.40	$ 8.00
30	yd. mi.	Hauling Excavated Materials	0.15	4.50
120	cu. yds.	Crushed Rock Base	1.45	174.00
20	cu. yds.	Filler	0.20	4.00
30	yd. mi.	Hauling Filler	0.15	4.50
20	M-Gal.	Sprinkling	1.60	32.00
270	cu. yds.	Mineral Aggregate in Bit. Mac.	1.95	526.50
20	tons	Asphalt in Place	24.00	480.00
2	tons	Emulsified (or Cut-back) Asphalt in Seal Coat	23.00	46.00
30	cu. yds.	Gravel Shoulders	0.60	18.00
150	yd. mi.	Hauling Gravel Shoulders	0.12	18.00
			Sub-total	$ 1,315.50
			10% Engr. & Cont.	131.55
			Total	$ 1,447.05

Length of Structure	0.035 miles
Length of Earth Approaches	0.192 miles
Total length	0.227 miles

Regular Federal Aid Requested	$ 434.11 (30%)
Emerg. Constr. Hwy. Funds Requested	1,012.94
	$ 1,447.05

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

STENCIL NO. 124

RECEIVED
NOV 10 1932
OREGON
STATE HIGH[illegible]ION

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore. 167-C

Post Office Building
Portland, Oregon.

November 9, 1932

Mr. R. H. Baldock,
State Highway Commission,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Encl.

Hwy. 13762

Form P. R. 2

State Oregon

Project No. 167, Section C

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—[illegible]

NOV 16 19[illegible]

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of October, 1932 by and between Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of April, 1931, a project statement, which was approved by the Secretary on the 22nd day of April, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 17th day of May 1932, and approved by the Secretary on the 28th day of October, 1932, and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of ten thousand, nine hundred twenty-one and 91/100 dollars ($10,921.91) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State an amount sufficient to cover the State's share of the cost of construction not otherwise provided, from Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(*b*) By the count ________ of ________________
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ________________
(State how placed under direct control of Highway Department)

*(*c*) By the O. W. R. & N. Railroad Company, $10,921.91, in accordance with Order No. 2038, by Commissioner of Public Utilities, dated July 9, 1932.

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following [illegible] bridge and approaches as described in detail in said surveys, plans, and specifications:

~~Between~~ Overcrossing on the Columbia River Highway, between survey station 0+00, in the N.E.¼, Sec. 17, T. 5 N., R. 28 E., W.M., about ½ mile east of Umatilla, and survey station 12+00, in the N.W.¼, Sec. 16, T. 5 N., R. 28 E., W.M., at the west end of Section A of said project.

________________ terminal points, a distance of 0.227 miles, known locally as the Wallula Cut-off between a point on the Federal Aid Highway System in the vicinity of Umatilla, and the Oregon-Washington State line approximately south of Wallula, Umatilla County, being Oregon Federal Aid Project No. 167, Section C, consisting of one overcrossing and approaches of more than 20 ft. clear span only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

OCT 12 1932 8 05 AM

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project, such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of ten thousand, nine hundred twenty-one and 91/100 dollars ($10,921.91), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty-one thousand, eight hundred forty-three and 82/100 dollars ($21,843.82), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....

....
(Official or depository)

STRICKEN OUT

hereby designated by ~~the Highway Department~~ for that purpose and authorized under the laws of said ~~State~~ to receive public funds of the State of ....
(Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon.
(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

....

....

....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

OCT 12 1932 8 05 AM

Article VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ....
(Include reference to statute authorising funds, probable amount annually available, and how will be placed under direct control of Highway Department)
....

STRICKEN OUT

*(*b*) By the ....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ....
(Include reference to statute authorising funds and probable amount annually available)
....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ....
....
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 28th day of October, 1932

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By ....
Chairman, State Highway Commission
(Title of officer)

By ....
Member, State Highway Commission
(Title of officer)

[SEAL]

By Carl Washburn
Member, State Highway Commission.
(Title of officer)

By ....
....
(Title of officer)

By ....
....
(Title of officer)

[SEAL]

C. W. Marvin
Acting *Secretary of Agriculture.*

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 167-C, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 21,843.82 as the total estimated cost of said project, and the sum of $ 10,921.91 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 28th day of October one thousand nine hundred and Thirty-two

C F Marvin
Acting Secretary of Agriculture.

AWB

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

October 31, 1932

RECEIVED
NOV 12 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our recommendation today for approval of Oregon Emergency Construction Highway Project E-167-C, the Umatilla Overcrossing section of the Wallula Cut-off, and of our concurrence as of this date in the award of contract to the low bidder.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Sr. Highway Engineer

October 26, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate covering the Umatilla Overcrossing Section, Project No. 167-C. Five blueprint copies of Sheet 2 of the plans are being sent under separate cover. The five bid proposals required will be sent to you tomorrow.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/HM.

Encl.

Oregon State Highway Department

Emerg. Constr. Hwy.
Project No. E-167-C

UMATILLA OVERCROSSING SECTION

OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, October 26, 1932.

Completed Work:

Statement of completed work will be submitted upon payment of final voucher.

EMERGENCY WORK - EARTH APPROACHES

20	cu. yds.	Excavation, Single Classif.	$ 0.25	$ 5.00
30	yd. mi.	Hauling Excavated Materials	0.12	3.60
120	cu. yds.	Crushed Rock Base	1.25	150.00
20	cu. yds.	Filler	0.30	6.00
30	yd. mi.	Hauling Filler	0.12	3.60
20	M-Gal.	Sprinkling	2.00	40.00
270	cu. yds.	Mineral Aggregate in Bit. Mac.	2.50	675.00
20	tons	Asphalt in Place	22.00	440.00
2	tons	Emulsified (or Cut-back) Asphalt in Seal Coat	22.00	44.00
60	cu. yds	Gravel Shoulders	0.40	24.00
150	yd. mi.	Hauling Gravel Shoulders	0.12	18.00
		Sub-total		$ 1,409.20
		10% Engr. & Cont.		140.92
		Total		$ 1,550.12

Length of Structure	0.035 miles
Length of Earth Approaches	0.192 miles
Total length	0.227 miles

Regular Federal Aid Requested	$ 465.03	(30%)
Emergency Constr. Hwy. Funds Requested	1,085.09	
	$ 1,550.12	

FORM 8-A-1 8483 2000 8-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

R-167 C

OREGON STATE HIGHWAY COMMISSION

SALEM

October 14, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

I was unable to obtain any interpretation of the specifications to assist in loading the rock on the Umatilla-State Line Section and therefore, unless the contractor devises some method of trap tunnels I presume it will be necessary to load and transport it to the crusher entirely by hand.

You will note, however, that we are permitting the coarse aggregate to be windrowed along the road, which should be a considerable saving to the contractor.

I would appreciate it if you would check these specifications over very carefully and submit your estimate of cost as early as possible. The amount of key material was increased somewhat to equal the amount used on the Huntington-Slides Section.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

NOTED
State Highway Engineer

FORM 5-A-1 7600 9-1 8-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

389

OREGON STATE HIGHWAY COMMISSION

SALEM

October 5, 1933

File 167

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. Murray
Chief Engineer
O. W. R. R. & N. Co.
Portland, Oregon

Dear Sir:

As all construction work to have been performed by the State Highway Commission in connection with the Umatilla Overcrossing has now been completed, we are submitting herewith our bill for your Company's share of the State's expenditures.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by L. E. Parsons/MB

Encl.

cc Mr. C. B. McCullough

cc Mr. J. M. Devers

Salem, Oregon, October 5, 193[illegible]

Oregon-Washington Railroad & Navigation Co.

Portland, Oregon

To *OREGON STATE HIGHWAY COMMISSION*, Dr.

For your cooperative share of the expenditures made by the State of Oregon toward the construction of the Umatilla Overcrossing on the Columbia River Highway near the Town of Umatilla, as per agreement of August 1, 1932 and in accordance with Oregon Public Utilities Commission Order No. 2038.

Structure, State Contract No. 1381:

Excavation	431.10	cu. yds.	at $1.50	$ 646.65	
Class "A" Concrete	327.66	" "	" 15.50	5,078.73	
Class "B" Concrete	136.86	" "	" 15.50	2,121.33	
Metal Reinforcement	92,343.35	lbs.	" .037	3,416.70	
Concrete Handrail	380.21	lin. ft.	" 3.75	1,425.79	
Cement Saved	102.0	bbl.	" 3.63	- 370.26	
	Total payment to contractor			$12,318.94	
Actual field engineering expense				$ 730.22	
Bullseye reflectors furnished by State				3.79	
Bronze name plates				13.90	
Paid Western Union for moving pole line				82.26	
	Total for engineering & cont.			$ 830.17	
	Total cost of structure - - - - - - - - - - - - -				$ 13,149.11

Grading Structure Approaches, Relocating and Lowering of R.R. Main Line and Relocating Jones-Scott Spur, Brownell Spur and West Leg of Wye, Contract No. 1427:

Structure Approaches:

Excavation	27,497.7	cu. yds.	at $0.20	$ 5,499.54	
Overhaul	37,737.0	" "	" 0.01	377.37	
Truck Haul	3,110.3	yd. mi.	" 0.15	466.54	
Dry Rubble	51.16	cu. yds.	" 4.00	204.64	
Hauling Dry Rubble	153.48	yd. mi.	" 0.20	30.70	

Grading R.R. Tracks:

Excavation	3,154.3	cu. yds.	at $0.20	$ 630.86	
Overhaul	13.0	yd. sta.	" 0.01	.13	
Truck Haul	1,037.3	yd. mi.	" 0.15	155.69	
	Total payment to contractor			$ 7,365.38	
Field engineering expense, prorated- - - - - - - -				415.95	
	Total cost of grading- - - - - - - - - - - - - - -				$ 7,781.33
	Total cost of structure and grading- - - - - - -				$20,930.44
RR Cooperation	O.W.R.R. & N. Co. share - 50 per cent- - - - - -				$10,465.22

30 PO-506

Form 2866

STANDARD
2-32 6½M

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

GEO. W. McMATH
GENERAL TAX AND RIGHT OF WAY AGENT
T. B. COLLINS
TAX AND RIGHT OF WAY AGENT

727 PITTOCK BLOCK
PORTLAND, OREGON

589

7216

September 21, 1932.

Mr. J. M. Devers,
Assistant Attorney General,
Salem, Oregon.

Dear Mr. Devers:

I enclose herewith duplicate executed copy of agreement between the Oregon-Washington Railroad & Navigation Company and the State of Oregon, dated August 1, 1932, covering the Umatilla overhead crossing.

Will you kindly acknowledge receipt of same on the attached copy of this letter.

Very truly yours,

T. B. Collins

CSS-D

#1381

167C

September 16, 1922

Mr. R. H. Jones,
Umatilla, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of September 14th requesting an extension of time of 60 days on your contract No. 1381 for the overcrossing over the O. W. R. R. & N. Co. tracks at Umatilla.

Please be advised that before your application can be presented to the State Highway Commission it will be necessary to have the written consent of your surety on the bond furnish in connection with this contract. Please secure the consent of surety and forward it to this office to accompany your application.

In accordance with your request we are enclosing a notice of contracts on which bidgs will be received on September 26th.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON 589

In the matter of the application of the State of Oregon, by and through its State Highway Commission, for permission to construct an overcrossing over and across the tracks of the Oregon-Washington Railroad & Navigation Company, located in the SE¼ of the NE¼ of Section 17, Township 5 North, Range 28 East, Willamette Meridian, in Umatilla County, Oregon, near the town of Umatilla.

No. F-1657

Mailed from Salem, Oregon,

August 22, 1932

To Hon. J. M. Devers, Attorney,
Oregon State Highway Commission,
Building.

GREETINGS:

Enclosed herein please find

CERTIFIED COPY OF ORDER NO. 2055

in above entitled cause. Please accept service thereof on the enclosed form, typewritten portion of which is a carbon copy of the corresponding portion hereof, which form may be mailed to this office, Salem, Oregon, without letter of transmittal.

Respectfully,
CHARLES M. THOMAS,
Public Utilities Commissioner of Oregon.
By
Secretary

Acknowledge receipt on
P. U. C. Or. Form No. 6
Aug. 22, 1932

Form No. 5

OFFICE OF THE

PUBLIC UTILITIES COMMISSIONER OF OREGON

STATE OF OREGON,)
) SS
COUNTY OF MARION.)

I, Herbert H. Hauser, Secretary to the Public Utilities Commissioner of Oregon, and custodian of his seal, do hereby certify that I have carefully compared the annexed copy of ORDER with the original thereof, filed in the office of the said Public Utilities Commissioner of Oregon and that it is a full, true and correct transcript therefrom and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Public Utilities Commissioner of Oregon in his office at Salem, Oregon, this 22nd day of August, 1932.

Secretary

PUBLIC UTILITIES COMMISSIONER
OF OREGON

P.U.C. OREGON ORDER NO. 2055

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the matter of the application of the State of Oregon, by and through its State Highway Commission, for permission to construct an overcrossing over and across the tracks of the Oregon-Washington Railroad & Navigation Company, located in the SE$\frac{1}{4}$ of the NE$\frac{1}{4}$ of Section 17, Township 5 North, Range 28 East, Willamette Meridian, in Umatilla County, Oregon, near the town of Umatilla.)	F-1657

SUPPLEMENTAL ORDER

Based on stipulation by and between the County of Umatilla, the Highway Commission of the State of Oregon, applicant herein, and Oregon-Washington Railroad & Navigation Company that the certain public grade crossings across the tracks of said railroad company, involved in this proceeding, one of which is located approximately 450 feet northerly of the center line of the proposed overhead crossing, measured along the easterly leg of the wye track, and the other which is located approximately 650 feet southerly of the proposed overhead crossing, may and shall be closed and discontinued as public crossings; and

Based on the further stipulation and agreement between these parties that in the event these said crossings are closed and discontinued as public crossings there may be included as a part of the cost and expense incidental to the said overhead crossing a reasonable actual expense to the said county by surfacing with gravel and providing ditches and making minor repairs to the present wooden bridge on the county road extending from a point at or near the most southerly of said grade crossings in a generally northeasterly direction via the shortest and most direct route to a point of connection with the proposed new state highway as now surveyed and located at a point about one-eighth of a mile easterly of said overhead crossing, the expense of doing said work not to exceed a maximum of $300.00 and further that no sum in excess of $300.00 for said work shall be included in the cost of the said overhead crossing on account of said county road work.

IT IS THEREFORE ORDERED that, as a part of the construction of said overhead crossing, Oregon-Washington Railroad & Navigation Company shall pay 50% of the cost of the construction of the said connecting road hereinabove referred to provided that in no event shall the said share to be paid by the said railroad company exceed the sum of $150.00, the balance of the cost of construction of the said connecting road to be borne by the said State Highway Commission.

Dated at Salem, Oregon, this 22nd day of August, 1932.

CHARLES M. THOMAS
Commissioner of Public Utilities
of Oregon

ATTEST:

HERBERT H. HAUSER

Secretary

July 30, 1932.

Mr. W. E. Lynch, District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

In accord with the inquiry contained in your letter of July 27th concerning the lump sum reduction as shown on the agreement estimate under the heading "Earth Approaches" in the amount of $90.23, please be advised that this figure is incorrect. We have accordingly revised the project agreement estimate using for the lump sum reduction the correct figure which is $83.98. Six copies of the corrected agreement estimate are accordingly inclosed herewith.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/MK
Incls.

Oregon State Highway Department. Project No. 167-C.

UMATILLA OVERCROSSING SECTION

OF THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 29, 1932.

Earth Approaches

28,000	cu. yds.	Excavation, Single Classif.	$ 0.20	$ 5,600.00
1,400	yd. sta.	Overhaul	0.01	14.00
2,000	yd. mi.	Truck Haul	0.15	300.00
1,000	cu. yds.	Gravel Topping	0.20	200.00
450	yd. mi.	Hauling Gravel Topping	0.12	54.00
				$ 6,168.00
		Lump Sum Reduction......		83.98
				$ 6,084.02

Structures

550	cu. yds.	Excavation	1.50	825.00
360	" "	Class "A" Concrete	15.50	5,580.00
140	" "	Class "B" Concrete	15.50	2,170.00
102,000	lbs.	Metal Reinforcement	0.037	3,774.00
380	lin. ft.	Concrete Handrail	3.75	1,425.00
				$13,774.00

Sub-total...........	$19,858.02
10% Engr. & Cont....	1,985.80
	$21,843.82

Length of Structures	185.0 ft.	0.035 miles
" " Approaches	1015.0 "	0.192 "
Total.........		0.227 "

Federal Aid Requested	$13,593.40
State Funds Available	8,250.42
	$21,843.82

State Funds for Construction: Chap. 173, Laws 1917; Chap. 31, Laws 1920.
State Funds for Maintenance: Chap. 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

July 27, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the estimate dated July 15, submitted with your July 16 letter, to be used as the basis of agreement for Oregon F.A.P. 167-C, Umatilla Overcrossing.

This estimate, under the heading "Earth Approaches," shows a lump sum reduction of $90.23. According to our figures, this should be $83.98. This has been determined by dividing $6,168 by $143,213, and multiplying this quotient by $1,950, which is 65% of $3,000.

Will you kindly check this figure again, and if you find that we are right, prepare and forward six copies of the corrected estimate. If our calculation is wrong, please so advise us and the estimates already here will be used as the basis of agreement.

The Public Service Commission order referred to in our letter of July 20 has been located.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

RECEIVED
JUL 28 193

CHARLES M. THOMAS
COMMISSIONER OF
PUBLIC UTILITIES

HERBERT H. HAUSER, SECRETARY

PLEASE REFER TO
FILE NO. F-1657

PUBLIC UTILITIES COMMISSION OF OREGON
SALEM

July 28, 1932.

In the matter of the application of
the State of Oregon, by and through
its State Highway Commission, for
permission to construct an overcrossing
over and across the tracks of the
Oregon-Washington Railroad & Navigation
Company, located in the SE$\frac{1}{4}$ of the NE$\frac{1}{4}$
of Section 17, T. 5 N. R. 28 E. W.M.
in Umatilla County, Oregon, near the
town of Umatilla. - - - - - - - - - - - - -

Hon. J. M. Devers, Attorney,
Oregon State Highway Commission,
Building.

Dear Sir:

By this letter receipt is acknowledged of your communication of July 27 accompanied by stipulation duly executed by Oregon-Washington Railroad & Navigation Company, Umatilla County and your department, with respect to the overcrossing petitioned for in the above entitled matter. As requested, this petition has been placed on record in this particular matter.

Very truly yours,

CHARLES M. THOMAS,

PUBLIC UTILITIES COMMISSIONER OF OREGON,

By Herbert H. Hauser
Secretary.

HHH:VN

cc--Mr. A. C. Spencer, General Solicitor,
Oregon-Washington Railroad & Navigation Co.,
Pittock Block, Portland, Oregon.

cc--Hon. C. C. Proebstel, District Attorney,
Umatilla County,
Pendleton, Oregon.

July 27, 1932

Honorable Charles M. Thomas,
Public Utilities Commissioner,
Building.

Dear Sir:

Herewith we hand you copy of stipulation which has been executed by and on behalf of the Oregon State Highway Commission, Umatilla County and the Oregon-Washington Railroad and Navigation Company relative to the overcrossing near the town of Umatilla, your file F-1657.

This stipulation was forwarded to us executed on behalf of the county and the railroad company with the request that we execute the same for the State Highway Commission and place it on file with you in order that the record may be complete. This we are pleased to do.

Yours very truly

J. M. DEVERS

By

J. W. DE SOUZA

JWD:PW
Inc.

cc Mr. Albert C. Spencer,
General Solicitor,
Union Pacific System,
727 Pittock Block,
Portland, Oregon.

JF 167c

July 27, 1932

S. H. Newell & Co.,
1020 Board of Trade Bldg.,
Portland, Oregon.

Gentlemen:

With reference to that provision of your contract for the grading of the Sand Station-Washington State Line and Umatilla Over-crossing Sections of the Columbia River Highway which pertains to the number of hours per day that persons engaged on the project may work, we are advised by our attorney that the proviso which reads as follows:

> "* * provided, however, that if, in order to insure the completion of the project within the specified time limit, it is necessary for the contractor to operate more than twelve hours per day, then and in that event the use of shifts longer than six hours each, but not longer than eight hours each, and the employment of labor accordingly, will be permitted."

authorizes the employment of persons for more than six hours per day only when it can be shown that a compliance with the above provision of the contract will not insure the completion of the work within the specified time limit without operating more than twelve hours per day.

As it has not been shown and cannot be shown, that the completion of the work cannot be accomplished within the specified time limit by working twelve hours per day, it follows that the proviso is not effective on that work and that, therefore, the six-hour limitation applies. Such being the case, we will expect you to place all of your crews on the six-hour basis by not later than Monday, August 1st, and please do not fail to have the change in effect by that date, as a further continuation of this violation of the provision of the contract will not under any circumstances be permitted.

We wish, also, to bring to your attention the fact that the progress made on your work to date indicates that you are not providing adequate equipment and working forces. Kindly give this matter your immediate attention and arrange for such additions to the working forces and equipment as may be necessary to carry on and complete the work in accordance with the terms of the contract.

Very truly yours,

State Highway Engineer.

cc W. C. Williams
J. M. Devers

167c

July 25, 1932

Mr. J. M. Devers,
Office.

Dear Sir:

Will you please give me a written opinion as to the matter of working six-hour shifts on the contract for grading and gravel surfacing the Sand Station-Washington State Line Section of the Wallula Cut-off, held by S. H. Newell & Company?

The contractor claims that we cannot enforce this provision legally, and I wish to have your early opinion because the rest of the contractors are conforming to this regulation. I do not wish to be in a position of allowing this contractor concessions which we do not afford the remainder.

Very truly yours,

State Highway Engineer

RHB:AJ

CHARLES M. THOMAS
PUBLIC UTILITIES COMMISSIONER OF OREGON
SALEM.

F-1657

July 25, 1932.

Hon. I. M. Schannep, County Judge,
Umatilla County,
Pendleton, Oregon.

Dear Judge Schannep:

I have your letter of July 21 accompanied by protest against closing the road contemplated in the stipulation of Umatilla County with Oregon-Washington Railroad and Navigation Company because of the proposed establishment of an overhead crossing across the tracks of that railroad carrier near the town of Umatilla. If this protest has reference to the grade crossing approximately 650 feet southerly of the said proposed overhead crossing it should be stated that the order of the commission does not require the closing of this particular crossing but merely a change in its status from an open public to a private gated crossing and by its establishment as a private gated crossing it is not clear to the commission that the distance into Umatilla will be materially increased from the east and south sections. I have reference to the crossing in the vicinity of the Jones-Scott Company gravel pit.

COPY

Very truly yours,

CHARLES M. THOMAS,

PUBLIC UTILITIES COMMISSIONER OF OREGON,

By

Secretary.

HHH:VN

CHARLES M. THOMAS
PUBLIC UTILITIES COMMISSIONER OF OREGON
SALEM

589

F-1657

July 25, 1932.

Mr. A. C. Spencer, General Solicitor,
Oregon-Washington Railroad & Navigation Company,
Pittock Block,
Portland, Oregon.

✓ Hon. J. M. Devers, Attorney,
Oregon State Highway Commission,
Building.

COPY

Dear Sirs:

I hand you herewith copy of communication just received from County Judge Schannep of Umatilla County with copy of the enclosure accompanying such letter, together with copy of my reply.

Very truly yours,

CHARLES M. THOMAS,

PUBLIC UTILITIES COMMISSIONER OF OREGON,

By

Secretary.

HHH:VW

167.C

July 25, 1932

Members of State Highway Commission

Gentlemen:

I hand you herewith an estimate, covering the proposed work of the relocation of the Jones-Scott spur at Sand Station on the Umatilla-Washington State Line Section.

The agreement with the Jones-Scott people calls for the expenditure of monies represented by the various items listed in the estimate, with the exception of the two crossing signals, one on each side of track, as per standard railroad installation, one to amount to $1,200.00.

The Union Pacific System holds that it should not be called upon to bear the expense of these crossing signals. Inasmuch as we are forcing a crossing across one of their spurs, I would recommend that the State Highway Commission assume the obligation.

Very truly yours,

State Highway Engineer

RHB:AJ
Enclose

STANDARD

Mr. H. G. Smith:

Please write a letter in answer to this and I will sign it.

R. H. B.

RHB

ECEIVED
JUL 25 1932
OFFICE OF
NSTRUCTION ENGINEER

S. MURRAY
CHIEF

REGON

1932.

RECEIVED
JUL 1932

Dear Sir:-

Replying to your letter of the 14th inst., in regard to relocation of Jones-Scott spur at Sand station on the Umatilla-Washington State Line section:

I quote hereunder estimate covering proposed work, in amount of $3,100.00, exclusive of grading for spur in new location and moving house shown on State map, the cost of which will not be large:

Take up present spur, 800 ft. @ 0.10	$80
Remove turnout	50
Install new turnout	390
Relay track, including sand ballast 800 ft. @ 0.50	400
New ties req'd, cull, creo. 300 @ 0.85	255
Switch type derail	50
Paving track at highway incl. crushed rock base	200
Iron guard rails 90 ft. @ 1.00	90
Two crossing signals, one on each side of track, per standard	1200
Use of tools, store exp. and equip. rent	150
	$2865
Engineering and contingencies	235
TOTAL	$3100

For your assistance in presenting this matter to the Commission, please let me suggest that you bear in mind that the highway drops to track level, encroaches upon our right of way and rises again this this point in order to avoid objectionable location through the upper part of the Jones-Scott property. In other words, it is my opinion that at this particular point there can be no question but that

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

RECEIVED
JUL 25 1932
OFFICE OF
CONSTRUCTION ENGINEER

July 22nd, 1932.

Mr. R. H. Baldock, State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

RECEIVED
JUL [illegible] 1932

Dear Sir:-

Replying to your letter of the 14th inst., in regard to relocation of Jones-Scott spur at Sand station on the Umatilla-Washington State Line section:

I quote hereunder estimate covering proposed work, in amount of $3,100.00, exclusive of grading for spur in new location and moving house shown on State map, the cost of which will not be large:

Take up present spur, 800 ft. @ 0.10	$80
Remove turnout	50
Install new turnout	390
Relay track, including sand ballast 800 ft. @ 0.50	400
New ties req'd, cull, creo. 300 @ 0.85	255
Switch type derail	50
Paving track at highway incl. crushed rock base	200
Iron guard rails 90 ft. @ 1.00	90
Two crossing signals, one on each side of track, per standard	1200
Use of tools, store exp. and equip. rent	150
	$2865
Engineering and contingencies	235
TOTAL	$3100

For your assistance in presenting this matter to the Commission, please let me suggest that you bear in mind that the highway drops to track level, encroaches upon our right of way and rises again this this point in order to avoid objectionable location through the upper part of the Jones-Scott property. In other words, it is my opinion that at this particular point there can be no question but that the crossing of this spur is a matter entirely of the State's convanience and not in any way a responsibility of the Railroad Company. A very dangerous condition is created which should be furnished with protection solely at the expense of the State.

Very truly yours,

S. MURRAY.

COUNTY COURT

UMATILLA COUNTY

Pendleton, Oregon,

July 21, 1932.

Hon. Charles M. Thomas,
Public Service Commissioner,
Salem, Oregon.

Dear Sir:

Herewith I am handing you a protest against closing the road contemplated in our stipulation between Umatilla county and the O.W.R. & N. Ry. Co., which has just been handed me.

Very truly,

(Signed) I. M. SCHANNEP

Umatilla, Oregon, July 20, 1932.

To the Honorable County Court,
Pendleton, Oregon.

We, the undersigned, do hereby protest the closing of the railroad crossing, near the Jones-Scott Gravel Pit, for the following reasons: The distance into Umatilla would be materially increased from the east and south sections, now served by this crossing; it would be most inconvenient in the shipment of stock out of Umatilla, from this section.

F. L. Jewett
Harry Spirming
J. A. George
W. K. Kennedy
Fred Davis
W. C. Kik
K. Poulson
George Hower
C. H. Madden
New Madden
Peter Castric
F. M. Guiwitz
S. A. Anderson, Jr.
W. H. Bensel
Lyle D. Filden

Form 3880-A

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

LAW DEPARTMENT

ARTHUR C. SPENCER, General Solicitor
ROY F. SHIELDS, Assistant General Solicitor
WM. A. ROBBINS, General Attorney for Oregon
ORVILLE G. EDWARDS,
F. J. BETE, Attorney
L. W. HOBBS, Attorney

4965

727 Pittock Block
Portland, Oregon

July 19, 1932

Hon. J. M. Devers, Attorney
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Umatilla overcrossing, P.U.C.O. No. F-1657

You received copy of our letter of June 17 to Mr. Thomas in the above matter, wherein we reported meeting of highway, railroad and county representatives at Umatilla subsequent to the hearing, to consider the county road situation. Before the order was issued District Attorney C. C. Proebstel asked us to stipulate to the arrangement reported in our letter to Mr. Thomas, stating that the estimated expenditure involved would be about $300. We prepared and sent him stipulation, which, however, was not returned until after the order was entered.

So that the record may be complete we are forwarding the stipulation to you with request that you kindly sign it in behalf of the State Highway Commission and file it with the Public Utilities Commission. This is on the assumption that the proposal is agreeable to the highway commission, which our engineers understood from their discussion with Mr. Baldock's representative, Mr. H. G. Smith. Will you kindly advise us what action you take in the matter.

Very truly yours

A C Spencer

FJB C
enc.

Stip. Road connection bet. southerly grade x'ing to Hwy about 1/8 mile E. of xing to be part of xing cost and apportioned between State & R.R. Maximum 300.00. H. G. Smith says agreement was so made with R.R. and is OK. 7/21/32. JMD

July 16, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Umatilla Overcrossing Section, Project No. 167-C.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/MR.

encl.

Oregon State Highway Department Project No. 157-C

UMATILLA OVERCROSSING SECTION

OF THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 13, 1932.

Earth Approaches.

28,000	cu. yds.	Excavation, Single Classification	$0.20	$ 5,600.00
1,400	yd. sta.	Overhaul	0.01	14.00
2,000	yd. mi.	Truck Haul	0.15	300.00
1,000	cu. yds.	Gravel Topping	0.20	200.00
450	yd. mi.	Hauling Gravel Topping	0.12	54.00
				$ 6,168.00
		Lump Sum Reduction		90.23
				6,077.77

Structures.

550	cu. yds.	Excavation	$1.50	$ 825.00
360	cu. yds.	Class "A" Concrete	15.50	5,580.00
140	cu. yds.	Class "D" Concrete	15.50	2,170.00
102,000	lbs.	Metal Reinforcement	0.037	3,774.00
380	lin. ft.	Concrete Handrail	3.75	1,425.00
				$13,774.00
		Sub-total		$19,851.77
		10% Engr. & Cont.		1,985.17
				$21,836.94

Length of Structures	185.0 ft.	0.035	miles
" " Approaches	1015.0 "	0.192	"
Total		0.227	"

Federal Aid Requested	$13,589.12
State Funds Available	8,247.82
	$21,836.94

State Funds for Construction: Chap. 175, Laws 1917: Chap. 31, Laws 1920
State Funds for Maintenance: Chap. 41, Laws 1927

July 16, 1932.

Mr. W. H. Lynch, District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

We are inclosing herewith three copies of Order No. 2038 issued by the Public Utilities Commissioner, which order covers the construction of the Umatilla Overcrossing, project No. 167-C.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EK
Incls.

P.U.C. OREGON ORDER NO. 2038

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the matter of the application of the)
State of Oregon by and through its)
State Highway Commission, for permission)
to construct an overcrossing over and)
across the tracks of the Oregon-Washington)
Railroad & Navigation Company, located)
in the SE¼ of the NE¼ of Section 17,)
T. 5 N. R. 28 E. W.M. in Umatilla County,)
Oregon, near the town of Umatilla.)

F-1657

Hearing in this matter was held before Examiner Herbert H. Hauser in the Umatilla County Court House, Pendleton, Oregon, on Thursday, the 2nd day of June, 1932, beginning at the hour of 1:30 o'clock P.M., the applicant appearing by J. W. DeSouza, Assistant Attorney, the respondent railroad company by F. J. Betz, Attorney.

The Oregon State Highway Commission, applicant herein, is engaged in the construction of the Umatilla State Line section of the Columbia River highway in Umatilla County, in connection with which construction it is necessary to cross the tracks of Oregon-Washington Railroad & Navigation Company near the town of Umatilla in the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section 17, Township 5 North, Range 28 East, Willamette Meridian, and therefore seeks authority to effect such crossing by means of the construction of an overhead reinforced concrete viaduct type structure of four spans of an approximate total length of 185 feet and to construct approach embankments therefor from Highway Engineer Station 0 plus 00 to the west end of the proposed structure at Highway Engineer Station 6 plus 31.17 and an approach embankment from Highway Engineer Station 8 plus 16.17 at the east end of the structure to Highway Engineer Station 12 plus 50. For all of this proposed work it will also be necessary to effect relocations and changes in grade of one or more of the said existing railroad tracks. Request is also made that the Public Utilities Commission in its order provide for the distribution of the costs of this overcrossing structure in accordance with law. Blue prints marked respectively A and B, attached to this application and a part hereof, show the design, location and profile of this structure and embankment approaches thereto.

Reference to the record made at this hearing discloses that the proposed location of the overhead crossing and the type of the structure as well as the required lowering of certain of the said tracks have been discussed with officials of the railroad company and that it is stipulated between these parties that the cost of construction of this over-structure, the embankment and approaches thereto, the cost of relocating these tracks, including the lowering and elevation thereof, together with the cost of building such temporary railroad line as may be necessary, and the replacement of such tracks upon the new elevation, shall be pooled and thereafter divided in accordance with the provisions of Section 62-703, Oregon Code 1930.

It is also revealed by the testimony herein that there now exist and are in use by the public two crossings at grade across the right of way and tracks of the said railroad company, respectively 450 feet northerly and 650 feet southerly of the proposed overcrossing, the latter a county road crossing. It appears that said grade crossings are hazardous and will, unless closed, be more hazardous when said overhead crossing is established, and that the public necessity for same will be obviated if said overcrossing is established. The said railroad company in its answer prays that said grade crossings be closed. A ground inspection since this hearing discloses objection to the closing of the said southerly crossing whereupon the railroad company indicated willingness to approve the establishment of a gated private crossing where the said present county road crossing is now located.

It further appears from the testimony offered by the respective parties hereto that, all things considered, the proposed construction is the most practicable type of crossing from the standpoint of cost and effectiveness that can be adopted. It is apparent that same minor features of the plans of this project will be worked out and further checked by the engineers of the applicant and this railroad company despite the provision for the necessary allowance for future track development.

From the foregoing statement of facts and the entire record herein, this commission being fully advised in the premises, makes the following findings:

FINDINGS

That the application herein should be granted on the grounds of public convenience, necessity and safety, and that the said Oregon State Highway Commission should be authorized and permitted to construct the said proposed overhead crossing in the location hereinbefore specifically designated upon the following terms and conditions:

> That such proposed overhead crossing shall be constructed in a good and workmanlike manner in accordance with the plans and specifications on file herein and a part hereof, subject to such minor alterations as may be agreed upon between this applicant and the said railroad company as may be proper and not inconsistent with the spirit and intent of this order;
>
> That the crossing structure shall be so constructed as to make allowance for future railroad track facilities and provide for the proper vertical and horizontal clearances upon the completion of said proposed structure as required by order of this commission designated P.S.C. Oregon Order No. 99;

That during the period of this construction every precaution shall be taken to adequately safeguard and protect traffic using the said highway and railroad tracks in the immediate vicinity of the proposed construction;

That the establishment of the said overhead crossing will make possible the elimination of the said crossing at grade, located approximately 450 feet northerly thereof, and the establishment, as agreed by the said railroad company, of a private gated crossing in lieu of the present county road crossing approximately 650 feet southerly of the said proposed overhead crossing;

That the cost of construction of said proposed overhead crossing and of lowering and relocating the railroad company's tracks be divided between the respective interested parties in accordance with the agreement hereinbefore referred to, the cost of maintaining said over-structure to be borne by this applicant.

ORDER

ORDERED that the application of Oregon State Highway Commission for permission to construct and maintain the overhead crossing, as aforesaid, be and it hereby is granted in accordance with the foregoing findings, which said findings by this reference are made a part hereof.

ORDERED FURTHER that the cost of construction of the said overhead crossing and of lowering and relocating the tracks of the railroad company shall be borne by the two said parties in equal amounts as hereinbefore provided, and that the maintenance of said overhead crossing be at the expense of the said State Highway Commission.

Dated at Salem, Oregon, this 9th day of July, 1932.

CHARLES M. THOMAS
Commissioner of Public Utilities
of Oregon

ATTEST:

HERBERT H. HAUSER

Secretary.

589

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the matter of the application of the State of Oregon by and through its State Highway Commission, for permission to construct an overcrossing over and across the tracks of the Oregon-Washington Railroad & Navigation Company, located in the SE¼ of the NE¼ of Section 17, T. 5 N. R. 28 E. W.M. in Umatilla County, Oregon, near the town of Umatilla.

No. F-1657

Mailed from Salem, Oregon,

July 15, 1932

To Hon. J. M. Devers, Attorney
Oregon State Highway Commission
Building

GREETINGS:

Enclosed herein please find

CERTIFIED COPY OF ORDER NO. 2038.

in above entitled cause. Please accept service thereof on the enclosed form, typewritten portion of which is a carbon copy of the corresponding portion hereof, which form may be mailed to this office, Salem, Oregon, without letter of transmittal.

Respectfully,

CHARLES M. THOMAS,
Public Utilities Commissioner of Oregon.

By
Secretary

Acknowledge receipt on
P. U. C. Or. Form No. 6
July 16, 1932

Form No. 1

OFFICE OF THE

PUBLIC UTILITIES COMMISSIONER OF OREGON

STATE OF OREGON,)
) SS
COUNTY OF MARION.)

I, Herbert H. Hauser, Secretary to the Public Utilities Commissioner of Oregon, and custodian of his seal, do hereby certify that I have carefully compared the annexed copy of ORDER with the original thereof, filed in the office of the said Public Utilities Commissioner of Oregon and that it is a full, true and correct transcript therefrom and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Public Utilities Commissioner of Oregon in his office at Salem, Oregon, this 15th day of July, 1932.

Secretary

PUBLIC UTILITIES COMMISSIONER
OF OREGON

P.U.C. OREGON ORDER NO. 2038

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the matter of the application of the)
State of Oregon by and through its)
State Highway Commission, for permission)
to construct an overcrossing over and)
across the tracks of the Oregon-Washington)
Railroad & Navigation Company, located) F-1657
in the SE¼ of the NE¼ of Section 17,)
T. 5 N. R. 28 E. W.M. in Umatilla County,)
Oregon, near the town of Umatilla.)

Hearing in this matter was held before Examiner Herbert H. Hauser in the Umatilla County Court House, Pendleton, Oregon, on Thursday, the 2nd day of June, 1932, beginning at the hour of 1:30 o'clock P.M., the applicant appearing by J. W. DeSouza, Assistant Attorney, the respondent railroad company by F. J. Betz, Attorney.

The Oregon State Highway Commission, applicant herein, is engaged in the construction of the Umatilla State Line section of the Columbia River highway in Umatilla County, in connection with which construction it is necessary to cross the tracks of Oregon-Washington Railroad & Navigation Company near the town of Umatilla in the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section 17, Township 5 North, Range 28 East, Willamette Meridian, and therefore seeks authority to effect such crossing by means of the construction of an overhead reinforced concrete viaduct type structure of four spans of an approximate total length of 185 feet and to construct approach embankments therefor from Highway Engineer Station 0 plus 00 to the west end of the proposed structure at Highway Engineer Station 6 plus 31.17 and an approach embankment from Highway Engineer Station 8 plus 16.17 at the east end of the structure to Highway Engineer Station 12 plus 50. For all of this proposed work it will also be necessary to effect relocations and changes in grade of one or more of the said existing railroad tracks. Request is also made that the Public Utilities Commission in its order provide for the distribution of the costs of this overcrossing structure in accordance with law. Blue prints marked respectively A and B, attached to this application and a part hereof, show the design, location and profile of this structure and embankment approaches thereto.

Reference to the record made at this hearing discloses that the proposed location of the overhead crossing and the type of the structure as well as the required lowering of certain of the said tracks have been discussed with officials of the railroad company and that it is stipulated between these parties that the cost of construction of this over-structure, the embankment and approaches thereto, the cost of relocating these tracks, including the lowering and elevation thereof, together with the cost of building such temporary railroad line as may be necessary, and the replacement of such tracks upon the new elevation, shall be pooled and thereafter divided in accordance with the provisions of Section 62-703, Oregon Code 1930.

It is also revealed by the testimony herein that there now exist and are in use by the public two crossings at grade across the right of way and tracks of the said railroad company, respectively 450 feet northerly and 650 feet southerly of the proposed overcrossing, the latter a county road crossing. It appears that said grade crossings are hazardous and will, unless closed, be more hazardous when said overhead crossing is established, and that the public necessity for same will be obviated if said overcrossing is established. The said railroad company in its answer prays that said grade crossings be closed. A ground inspection since this hearing discloses objection to the closing of the said southerly crossing whereupon the railroad company indicated willingness to approve the establishment of a gated private crossing where the said present county road crossing is now located.

It further appears from the testimony offered by the respective parties hereto that, all things considered, the proposed construction is the most practicable type of crossing from the standpoint of cost and effectiveness that can be adopted. It is apparent that same minor features of the plans of this project will be worked out and further checked by the engineers of the applicant and this railroad company despite the provision for the necessary allowance for future track development.

From the foregoing statement of facts and the entire record herein, this commission being fully advised in the premises, makes the following findings:

FINDINGS

That the application herein should be granted on the grounds of public convenience, necessity and safety, and that the said Oregon State Highway Commission should be authorized and permitted to construct the said proposed overhead crossing in the location hereinbefore specifically designated upon the following terms and conditions:

> That such proposed overhead crossing shall be constructed in a good and workmanlike manner in accordance with the plans and specifications on file herein and a part hereof, subject to such minor alterations as may be agreed upon between this applicant and the said railroad company as may be proper and not inconsistent with the spirit and intent of this order;
>
> That the crossing structure shall be so constructed as to make allowance for future railroad track facilities and provide for the proper vertical and horizontal clearances upon the completion of said proposed structure as required by order of this commission designated P.S.C. Oregon Order No. 99;

Form 3550-A

STANDARD
9-20-5000

584

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

LAW DEPARTMENT

ARTHUR C. SPENCER, GENERAL SOLICITOR
ROY F. SHIELDS, ASSISTANT GENERAL SOLICITOR
WM. A. ROBBINS, GENERAL ATTORNEY FOR OREGON
~~[illegible] G. EDWARDS, ATTORNEY~~
F. J. BETZ, ATTORNEY
L. W. HOBBS, Attorney

727 PITTOCK BLOCK
PORTLAND, OREGON

4965

June 9, 1932

Hon. Chas. M. Thomas
Public Utilities Commissioner
Salem, Oregon

Dear Sir:

In re highway overcrossing at
Umatilla -- F-1657

We transmit to you herewith, pursuant to request of Mr. Hauser, one copy of detailed estimate prepared by Mr. S. Murray, Chief Engineer O-W.R.R.& N. Co., in line with his testimony at Pendleton, at recent hearing of the above case.

Very truly yours

A. C. SPENCER

FJB C
enc.

CC--Mr. J. W. DeSouza, Attorney
State Highway Commission
Salem, Oregon

Herewith one copy of above statement.

GRADE SEPARATION AND TRACK DEPRESSION AT UMATILLA

		TOTAL	MATERIAL	LABOR
1.	Engineering	$ 250	-	$250
2.	Excavation 10500 c.y. @ .25	2625	-	2625
3.	Tools & Contingencies	537	124	413
4.	2.8 G.T. 100# rail @ 22.40	63	63	-
5.	Contingencies	6	6	-
6.	100# Track Bolts 886# @ .0467	41	41	-
7.	Spikes..........3854# @ .0292	113	113	-
8.	Contingencies, Store, etc., on above	31	31	-
9.	Temporary track 1200 ft. @ 1.25	1500	108	1392
10.	Renew track ties 100 @ 1.58	158	-	158
11.	Relocate track 2535 ft. @ .50	1268	-	1268
12.	Shift track 1750 ft. @ .30	525	-	525
13.	Shift turnouts 3 @ 100.	300	-	300
14.	Take up track 961 ft. @ .15	144	-	144
15.	Move poles 7 @ 30.	210	-	210
16.	Move signals	300	-	300
17.	Relocate crossing	50	-	50
18.	Reballasting 2000 c.y. @ .70	1400	-	1400
19.	Engineering	100	-	100
20.	Use of tools and contingencies	682	160	522
		$10303	$ 646	$ 9657

Labor	$9657	
Less Labor by State	2625	
Superintendence and Overhead 10% of	$7032	703
		$11006

- - - - - - - - - - - - - - - - - - -

NOTE

Approaches estimated by Mr. McCullough..........$10,000

Material taken from R.R. cut and put
in highway fill 8760 c.y. @ .25......$2190
Plus 10% Engineering, etc............219
$2409

Amount of $2409 included in cost of approach
fills covered in testimony by Mr. Reeves and
should be deducted from $11006 given above......$11006
2409
$ 8597 - Total cost of track work exclusive of cost of removing material to be placed in highway approach fill.

Total excavation from
Railroad cut 10500 c.y. as shown
above @.25..........................$2625
Amount placed in highway fills..
8760 c.y., deducted from 10500 c.y.
equals 1740 c.y. which will be used
for fills where tracks are relocated.

That during the period of this construction every precaution shall be taken to adequately safeguard and protect traffic using the said highway and railroad tracks in the immediate vicinity of the proposed construction;

That the establishment of the said overhead crossing will make possible the elimination of the said crossing at grade, located approximately 450 feet northerly thereof, and the establishment, as agreed by the said railroad company, of a private gated crossing in lieu of the present county road crossing approximately 650 feet southerly of the said proposed overhead crossing;

That the cost of construction of said proposed overhead crossing and of lowering and relocating the railroad company's tracks be divided between the respective interested parties in accordance with the agreement hereinbefore referred to, the cost of maintaining said over-structure to be borne by this applicant.

ORDER

ORDERED that the application of Oregon State Highway Commission for permission to construct and maintain the overhead crossing, as aforesaid, be and it hereby is granted in accordance with the foregoing findings, which said findings by this reference are made a part hereof.

ORDERED FURTHER that the cost of construction of the said overhead crossing and of lowering and relocating the tracks of the railroad company shall be borne by the two said parties in equal amounts as hereinbefore provided, and that the maintenance of said overhead crossing be at the expense of the said State Highway Commission.

Dated at Salem, Oregon, this 9th day of July, 1932.

CHARLES M. THOMAS
Commissioner of Public Utilities
of Oregon

ATTEST:

HERBERT H. HAUSER

Secretary.

167C

July 14, 1922

Mr. R. H. Jones,
Baker,
Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you for the construction of a concrete bridge over [illegible] W R R & N Co. trucks on the Columbia River Highway, just east of Umatilla, in Umatilla County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

FORM [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 11, 1932.

167C

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Jos. G. Toole,
Resident Engineer,
Hermiston, Ore.

Dear Sir:

Authority has been granted by the Railroad Company to start on the grading work at Umatilla.

This is being done in order not to delay the bridge contractor on his work. Please see that everything is done to expedite the work in preparing the grade for the temporary track and getting the grade built so that the track can be laid as soon as possible.

Yours very truly,

R. H. BALDOCK
STATE HIGHWAY ENGINEER.

By

CC to

✓ R. H. Baldock
W. C. Williams

H. G. Smith,
Construction Engineer.

HGS

NOTED
State Highway Engineer

589

[illegible]

July 7, 1932

Mr. H. G. Smith,
Office.

Dear Sir:

Upon receipt of your letter of the 7th inquiring as to the status of the Umatilla overcrossing matter I conferred with the Secretary of the Public Utilities Commissioner and was advised by him that the order authorizing the construction of the Umatilla overcrossing will be released the first of the week.

As soon as we receive a copy of the order I will advise you.

Yours very truly

J. M. DEVERS

JMD:PW

cc R. H. Baldock

FORM 6-H-1 [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

167C

July 7, 1932

Mr. H. G. Smith,
Office.

Dear Sir:

Upon receipt of your letter of the 7th inquiring as to the status of the Umatilla overcrossing matter I conferred with the Secretary of the Public Utitlities Commissioner and was advised by him that the order authorizing the construction of the Umatilla overcrossing will be released the first of the week.

As soon as we receive a copy of the order I will advise you.

Yours very truly

J. M. DEVERS

JMD:PW

cc R. H. Baldock

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

July 7, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. M. Devers,

Office.

MEMORANDUM

Dear Sir:

Can you do anything to expedite an early decision from the Public Service Commission regarding the overcrossing at Umatilla.

The contractor cannot be prepared for the removal of the railroad track until we have this decision and it is holding up the bridge and grading.

Both these contractors are very anxious to get to work and would appreciate it very much if any way could be found to expedite matters.

Yours truly,

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

REFERRED TO
Mr Devers
State Highway Engineer

Please advise me re-this before
RAK

Please
tonight

Mr Baldock

167-C

July 5, 1932

Knoxville Iron Company,
Knoxville,
Tenn.

Gentlemen:

Receipt is acknowledged of your letter of June 29, in which you request information concerning State Highway Contract No. 1381, which was awarded to R. H. Jones for the construction of a concrete bridge over the Oregon-Washington Railroad and Navigation Company tracks on the Columbia River Highway, just east of Umatilla, in Umatilla County.

The amount of the job is $13,774.00, and a surety bond, in like amount, was furnished by the contractor. It was written by Great American Indemnity Company, for which Harvey Wells Insurance Agency are the local representatives, with offices in the Failing Building, Portland, Oregon.

According to the terms of the contract, the project must be completed on or before October 31, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

MORROW CHAMBERLAIN
President
H W VAN BENSCHOTEN
Vice Prest & Gen'l Mgr
W. O SCHAAD
Secretary & Treasurer
F. H. SPARKS
Sales Manager

DEFORMED REINFORCING BARS
(BILLET AND RAIL)
BED ANGLES
CHANNELS, ANGLES
AND OTHER SHAPES

Knoxville Iron Company
IRON AND STEEL BARS
Knoxville Tennessee

RECEIVED
JUL 5 - 1932
OREGON
STATE HIGHWAY COMMISSION

June 28, 1932

State Highway Department,
Salem, Oregon.

Gentlemen:

Will you kindly advise the name and address of Bonding Company on bridge No. 1628, Columbia River Highway, R. H. Jones, Contractor.

We desire this information as we have received order for reinforcing steel.

Yours very truly,

W. O. Schaad
Secretary & Treasurer

WOS:EW
Encl.

167C

June 30, 1932.

Mr. S. Murray,
Chief Engineer
O. W. R. & N. Company,
Pittock Block,
Portland, Oregon.

Dear Sir: **Attention: Mr. Roberts**

In compliance with the request contained in your letter of June 24th, we have prepared maps and profiles of the Umatilla Overcrossing and are submitting the same herewith.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	FULL RATE	☐
DAY LETTER	☐	DEFERRED	☐
NIGHT MESSAGE	☐	NIGHT LETTER	☐
NIGHT LETTER	☐	WEEK END LETTER	☐

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

1217-A

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT   J. C. WILLEVER, FIRST VICE-PRESIDENT

CHECK

ACCT'G INFMN.

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON.
JUNE 28, 1932.

JOSEPH G. TOOLE,
HERMISTON, OREGON.

SEND SKETCH SHOWING LOCATION OF TWO GRADE CROSSINGS TO BE ELIMINATED BY UMATILLA OVERCROSSING

R. H. BALDOCK

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

---

grades and elevation should of course be shown but the [illegible] overhaul, embankment, excavation and the like should be omitted. I attach a copy of our suggestions in detail.

Another tracing in respect to the profile may be necessary.

I suggest that you forward several prints of this Exhibit A as soon as possible so that I can get the agreement under way.

Very truly yours,

S. MURRAY.

FORM 3010

STANDARD

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

June 24th, 1932.

RECEIVED
JUN 25 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock, State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:-

As soon as the Public Utilities Commissioner issues an order concerning the Umatilla overcrossing we expect, as usual, to cover the matter by agreement and grant the State an easement to cross the right of way. An exhibit will be required to accompany the agreement. Since I have a very small drafting force at the present time, I will ask you to prepare it.

Your 100 ft. map dated May 1932 would be suitable for an exhibit except that it was prepared chiefly for the information of bidders and would be confusing to those interested in the agreement. The existing tracks, proposed relocation of tracks, profiles, grades and elevation should of course be shown but the details as to overhaul, embankment, excavation and the like should be omitted. I attach a copy of our suggestions in detail.

Another tracing in respect to the profile may be necessary.

I suggest that you forward several prints of this Exhibit A as soon as possible so that I can get the agreement under way.

Very truly yours,

S. MURRAY.

SUGGESTIONS FOR REVISION OF STATE 100 FT. MAP DATED MAY 1932, FOR USE AS EXHIBIT "A" IN PROPOSED AGREEMENT COVERING THE UMATILLA OVERCROSSING.

1. Add O-WRR&N right of way lines and so mark. (See State map dated March 1932).

2. Shade on prints proposed easement to be granted the State, showing distances on each side of center line of highway; sketch the limits of overcrossing structure on map and so mark.

3. Where "main line" is marked, change to "O-WRR&N Co. main line Umatilla to Hinkle".

4. On railroad and highway profiles omit all yardage details, overhaul, embankment, excavation, etc. Also omit the summary.

5. On profile of both spur tracks and west leg of wye indicate that grade line is the proposed base of rail.

6. Above title add "Exhibit A"; also let title show that the overcrossing is to be over O-WRR&N tracks and right of way.

7. Add in suitable place on map the subdivision of section within which the overcrossing is to be constructed. (SE 1/4 of NE 1/4).

8. On map after the words "E. leg of wye", add in parenthesis "to be lowered".

9. On prints show by full black lines tracks to be relocated or removed and by full yellow lines proposed new location of tracks. (No color where alignment is not changed). Add legend showing what the colors mean, including the easement to be granted the State.

10. On map after the words "Old Oregon Trail" add the word "Highway".

11. Show the location of the two grade crossings that might be vacated. Condense exhibit as much as possible and cut to fold into the agreement.

Portland, Oregon.
June 24th, 1932.

PR161c

June 30, 1932

Union Pacific System
Portland, Oregon

Gentlemen:

We refer to your inquiry of June 29.

Our records show State Highway Contract No. 1381 for the construction of the bridge over the O. W. R. R. & N. Company tracks at Umatilla on the Columbia River Highway in Umatilla County was awarded to Mr. R. H. Jones, an individual. Mr. Jones' address is Baker, Oregon.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

JMcF:jn

FORM 3010

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

June 29th, 1932.

RECEIVED
JUN 30 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock, State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:-

Will you please give me the name of the contractor who will construct the Umatilla over-crossing; also his address, and whether a corporation or an individual?

Very truly yours,

S. MURRAY.

J. H. [illegible], Port[illegible]

[illegible]

FORM 8-A-1 3325 5M 2-32

COMMISSIONERS [illegible]
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

PK 167C

OREGON STATE HIGHWAY COMMISSION

SALEM

June 27, 1932

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. Murray,
Chief Engineer,
O.W. R. & N. C.,
Pittock Block,
Portland, Ore.

Dear Sir:

The contract has been let for the Overcrossing at Umatilla, and the contractor is anxious to start work as soon as possible.

Will you kindly advise concerning the status of this project, advising when the detour tracks will be placed so that we can arrange with the grading contractor to do his portion of the work as soon as possible after the detour tracks have been constructed.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to

R. H. Baldock ✓

W. C. Williams.

CHARLES M. THOMAS
PUBLIC UTILITIES COMMISSIONER OF OREGON
SALEM

5-89

F-1657

June 23, 1932.

Hon. I. M. Schannep, County Judge,
Umatilla County,
Pendleton, Oregon.

Dear Judge Schannep:

Referring to your letter of June 17 relative to the proposed overhead crossing at Umatilla, and particularly the matter of a private gated crossing in lieu of the one open public crossing to be abandoned, I have just had advice from the Portland officials of Oregon-Washington Railroad & Navigation Company that there is no objection to the gated crossing. I believe that this satisfactorily disposes of the matter as far as Umatilla County is concerned and unless I hear from you to the contrary I will soon enter an order in this matter.

COPY

Yours very truly,

CHARLES M. THOMAS,

PUBLIC UTILITIES COMMISSIONER OF OREGON,

By

Secretary.

RHH:VN

✓ cc—Hon. J. M. Devers, Attorney,
Oregon State Highway Commission,
Building.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

June 23, 1932

RECEIVED
JUN 25 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 167-C, the Umatilla Overcrossing on the Columbia River Highway, were recommended for approval on June 22, 1932.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

June 23, 1932

RECEIVED
JUN 25 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 167-C, the Umatilla Overcrossing on the Columbia River Highway, were recommended for approval on June 22, 1932.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

589

CHARLES M. THOMAS
PUBLIC UTILITIES COMMISSIONER OF OREGON
SALEM

F-1657

June 20, 1932.

Mr. A. C. Spencer, General Solicitor,
Oregon-Washington Railroad & Navigation Company,
Pittock Block,
Portland, Oregon.

COPY

Dear Sir:

I have your letter of June 17, File 8965, referring to the proposed overcrossing over and across the tracks of Oregon-Washington Railroad & Navigation Company near the town of Umatilla, which construction will make possible the elimination of two crossings at grade in the immediate vicinity.

I have today received a letter from Hon. I. M. Schannep, County Judge of that county, a copy of which is inclosed, from which you will note that there is some objection to the closing of one of the crossings and that this particular person desires a private gated crossing at that place. I believe if arrangements can be made for a private gated crossing it will obviate the necessity for the taking of further testimony at Pendleton and therefore expedite the entry of an order in this matter.

Yours very truly,

CHARLES M. THOMAS,

PUBLIC UTILITIES COMMISSIONER OF OREGON,

By

Secretary.

HHH:VW

cc—Hon. J. M. Devers, Attorney,
Oregon State Highway Commission,
Building.

COPY

COUNTY COURT
UMATILLA COUNTY
Pendleton, Oregon, June 17, 1932.

Hon. Herbert H. Hauser,
Salem, Oregon.

Dear Sir:

Replying to your letter of the 15th. inst., relative to the hearing upon the overhead crossing at Umatilla, I have to advise.

This court in company with the R.R. officials and Highway officials looked over the ground of the proposed two crossing to be closed and consulted the people adjacent to them. At the time we were not able to find any objection, but just this morning Mr. Kenney, I believe, called upon us and wanted a gate crossing at the place where the proposed open crossing is to be vacated.

We informed Mr. Kinney to write to the R.R. officials and if they were satisfied to put in a gate crossing, it would be satisfactory to this court.

If no satisfactory arrangements are made this court will want to introduce some testimony.

Very truly,

(Signed) I. M. SCHANNEP

June 17, 1932.

Mr. W. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying plans for the Umatilla Crossing, Project No. 167-C.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. E. Probert,
Office Engineer.

Dict. by J. W. Nash/HR.

encl.

Oregon State Highway Department   Project No. 167-C

UMATILLA OVERCROSSING SECTION

OF THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans for structure. Not as basis for project agreement)

Salem, Oregon, June 17, 1932.

Earth Approaches

28,000	cu. yds.	Excavation, Single Classification	$0.20	low	bid	$5,600.00
1,400	yd. stas.	Overhaul	0.01	"	"	14.00
2,000	yd. mi.	Truck Haul	0.15	"	"	300.00
1,000	cu. yds.	Gravel Topping	0.20	"	"	200.00
450	yd. mi.	Hauling Gravel Topping	0.12	"	"	54.00
						$ 6,168.00
		Lump sum reduction				90.23
		Approaches				$ 6,077.77

Structure

550	cu. yds.	Excavation	$ 2.00	est.	$ 1,100.00
360	" "	Class "A" Concrete	18.00	"	6,480.00
140	" "	Class "D" Concrete	18.00	"	2,520.00
102,000	lbs.	Metal Reinforcement	0.05	"	5,100.00
380	lin. ft.	Concrete Handrail	3.50	"	1,330.00
		Structure			$ 16,530.00
					$ 22,607.77
		10% Engr. & Cont.			2,260.77
		Total................			$ 24,868.54

Length of Structure - 185.0 ft. 0.035 mile

Length of Approaches - 1,015.0 ft. 0.192 mile

Total......... 0.227 mile

Federal Aid requested $ 12,434.27 (50%)

State Funds available 12,434.27

$ 24,868.54

Submit with bridge plan

Oregon State Highway Department   Project No. 167-C

EARTH APPROACHES TO THE UMATILLA OVERCROSSING
ON THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, May 14, 1932.

28,000	cu. yds.	Excavation, Single Classification	$0.25	$ 7,000.00
1,400	yd. sta.	Overhaul	0.02	28.00
2,000	yd. mi.	Truck Haul	0.15	300.00
1,000	cu. yds.	Gravel Topping	0.35	350.00
450	yd. mi.	Hauling Gravel Topping	0.15	67.50
				$ 7,745.50
		10% Engr. & Cont.		774.55
		Total		$ 8,520.05

Length of Project	0.227 miles
" " Structure	0.035 "
" " Earth Approaches	0.192 "

Federal Aid Requested	$4,260.02 (50%)
State Funds	4,260.03
	$8,520.05

Estimate with [illegible] Plans

Form [illegible]

UNION PACIFIC SYSTEM
OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY
LAW DEPARTMENT

ARTHUR C. SPENCER, General Solicitor
ROY F. SHIELDS, Assistant General Solicitor
WM. A. ROBBINS, General Attorney for Oregon
~~ORVILLE G. EDWARDS, ATTORNEY~~
F. J. BETZ, Attorney
L. W. HOBBS, Attorney

797 Pittock Block
PORTLAND, OREGON

5-89

2

4965

June 17, 1932

Honorable Charles M. Thomas
Public Utilities Commissioner
Salem, Oregon

Dear Sir:

In re overcrossing Umatilla, Oregon
F-1657

Since the hearing in the above matter which was held at Pendleton on June 2, the county court accompanied by representatives of the State Highway Commission and a representative of our engineering department, met at Umatilla to consider proposed abolition of grade crossings as prayed for in our answer. Meeting was also attended by representative of Jones-Scott Company, which owns the nearby gravel pit, and by several residents of the vicinity.

The two crossings involved are indicated upon the enclosed blue print map. Investigation developed that the road northerly of the overcrossing and designated on the map as "Public Road Crossing", is used by the public but is not a county road, while the crossing southerly of the overhead bridge is a county road crossing.

Our representative reports the consensus of opinion of those attending the meeting, to be that both grade crossings can be closed if the Commission authorizes the overhead crossing, and that in such event traffic now using the county road crossing could be diverted along the route represented on the enclosed map by broken red line No. 2 to a connection with the state highway marked "Proposed Connection" and indicated by the numeral "1". It was estimated that the adoption of this route No. 2 would involve an expenditure of about $400, and we are informed that Mr. H. G. Smith, who is acting in the absence of state highway engineer Mr. Baldock, has expressed willingness of the State Highway Commission that this expense be included in and treated as a part of the cost of the grade separation and apportioned accordingly if the Public Utilities Commission authorizes the overhead structure.

Very truly yours

A. C. SPENCER

FJB C
enc.

CC--Mr. J. M. Devers, Attorney
State Highway Commission
Salem, Oregon

2

June 8, 1932

Mr. C. B. McCullough
Office

Dear Sir:

I note that you have a copy of De Souza's letter to me of June 6, regarding the Umatilla overcrossing. Would suggest that, if possible, this be placed on the calendar for the June 28 letting. If not, the next letting subsequent thereto.

Very truly yours

State Highway Engineer

RHB:HI

RTLAND
SALEM
BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

June 6, 1932

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Hearing before the Public Utilities Commissioner on the Umatilla overcrossing was held on June 2 at Pendleton.

It probably will be some time before the order is issued, but I have been advised by Mr. Hauser, secretary, that it will be satisfactory for this Department to proceed with the calling for bids covering construction of the overcrossing structure. It appears, therefore, that there need be no delay in proceeding with the receiving of bids, nor to wait until the final order of the Commissioner is issued.

Yours very truly,

J. M. DEVERS

By J. W. DeSouza
J. W. DeSOUZA

JWD:AW
cc C. B. McCullough

1217-A

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		NIGHT LETTER	
NIGHT LETTER	X	WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT
J. C. WILLEVER, FIRST VICE-PRESIDENT

CHECK	
ACCT'G INFMN.	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

137-6

JUNE 7 1932

W C WILLIAMS

STATE HIGHWAY DEPARTMENT LA GRANDE ORE

PLEASE GET IN TOUCH WITH MURRAY FOR INSPECTION GRADE CROSSINGS NEAR UMATILLA AND ARRANGE FOR EITHER YOURSELF OR TOOLE TO MAKE INSPECTION WITH MR ROBERTS AND JUDGE SCHANNEP ON JUNE ELEVENTH

R H BALDOCK

CC S MURRAY

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

Pursuant to suggestion of Examiner Hauser, I have arranged to meet County Engineer Criger and the County Judge at Pendleton on the morning of the 11th, going thence to Umatilla. If agreeable, will appreciate it if you will have the interests of the State Highway Department represented; presume you will want Mr. Toole or Mr. Williams on the ground as they are familiar with the situation.

Will you please arrange to have your representative get in touch with Mr. H. J. Roberts of this office direct or, in the absence of Mr. Roberts, with myself?

Very truly yours,

S. MURRAY.

589

FORM 3010

STANDARD
10-30-[illegible]

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

June 4th, 1932.

RECEIVED
JUN 7 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock, State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:-

Hearing on the Umatilla grade separation was held on Thursday, June 2nd, and I think the Public Service Commissioner will approve the recommendation of Mr. McCullough and myself.

In our response to the petition we asked for two grade crossings to be vacated. On one of these a man has been killed and I believe there have been other accidents. The present bad condition will be much aggravated after the overcrossing is constructed because the approach fills will cut off the view in one direction. Connection should be made to the highway at some other point and do not think this will be difficult.

Pursuant to suggestion of Examiner Hauser, I have arranged to meet County Engineer Criger and the County Judge at Pendleton on the morning of the 11th, going thence to Umatilla. If agreeable, will appreciate it if you will have the interests of the State Highway Department represented; presume you will want Mr. Toole or Mr. Williams on the ground as they are familiar with the situation.

Will you please arrange to have your representative get in touch with Mr. H. J. Roberts of this office direct or, in the absence of Mr. Roberts, with myself?

Very truly yours,

S. Murray

S. MURRAY.

589
P.U.C. F-1657

FORM 2-X-1 2666 2M 1-32

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

June 6, 1932

MEMORANDUM

Application of the State Highway
Commission for an Overcrossing at
Umatilla.

The hearing in this matter was held at the Court House in Pendleton on Thursday, June 2, 1932. The matter originally was set for hearing at Umatilla, but was changed to Pendleton in order to give the County Court an opportunity to be heard.

Inspection of the situation was made on the ground the morning of the hearing and then the matter was adjourned to Pendleton. The railroad company was represented by Mr. F. J. Betz and the State Highway Commission was represented by the writer.

Upon completion of the making of a record covering the overcrossing the railroad company attempted to go into the question of the elimination of two existing grade crossings, one of which appears to be a grade crossing by common user, and the other appears to be upon an existing county road. Owing to the fact that question of the elimination of these crossings was raised by the answer of the railroad company and that no copy of such answer was served on the county officials, nor was any other notice given to the county, the writer objected to the taking of testimony in the absence of the proper county officials and without giving them a chance to appear. After some discussion the matter was postponed for further time and the railroad company was instructed to serve a copy of their answer upon the county.

After returning to Salem, Mr. Hauser, on behalf of the Public Utilities Commissioner, advised that there would be no objection to the State Highway Commission proceeding with calling for bids for the construction of the overcrossing structure. Advice to Mr. Baldock and to Mr. McCullough to this effect is being given today.

J. W. DeSouza
J. W. DeSOUZA

JWD:AW

CHARLES M. THOMAS
COMMISSIONER OF
PUBLIC UTILITIES

HERBERT H. HAUSER, SECRETARY

PLEASE REFER TO
FILE NO. F-1657

PUBLIC UTILITIES COMMISSION OF OREGON
SALEM

June 1, 1932

In the matter of the application of
the State of Oregon, by and through
its State Highway Commission, for permission to construct an overcrossing
over and across the tracks of the
Oregon-Washington Railroad & Navigation
Company, located in the SE ¼ of the NE ¼
of Section 17, T. 5 N. R. 28 E. W.M.
in Umatilla County, Oregon, near the
town of Umatilla. - - - - - - - - - - - - -

Hon. J. M. Devers, Attorney
Oregon State Highway Commission
Building

Dear Sir:

This will acknowledge receipt of your letter of May 31 accompanied by two copies of reply of your department to the answer of Oregon-Washington Railroad & Navigation Company concerning the subject embraced in the above entitled matter.

I will serve a copy of your reply on counsel of the railroad company at the hearing at Umatilla on the 2nd instant.

Yours very truly,

CHARLES M. THOMAS

PUBLIC UTILITIES COMMISSIONER OF OREGON

By Herbert H Hauser
Secretary

HHH:HT

May 31, 1932

Mr. Charles M. Thomas,
Public Utilities Commissioner,
Building.

Dear Sir:

Herewith we hand you two copies of reply of the State Highway Commission to the answer of the Oregon-Washington Railroad & Navigation Company in the matter of the application of the State of Oregon for permission to construct an overcrossing over and across the tracks of the Oregon-Washington Railroad & Navigation Company near the town of Umatilla in Umatilla County.

In view of the fact that this reply does not create any new issues and simply leaves the way open for the railroad company to put into the record certain matters which would be necessary in any event, we believe that service of a copy of the reply upon the counsel at the hearing would be adequate.

Very truly yours
J. M. DEVERS

By

J. W. DE SOUZA

JWD:PW
Inc.

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the matter of the application of the
State of Oregon, by and through its
State Highway Commission, for permission
to construct an overcrossing over and
across the tracks of the Oregon-Washington
Railroad & Navigation Company, located
in the SE¼ of the NE¼ of Section 17,
T. 5 N. R. 28 E. W.M. in Umatilla County,
Oregon, near the town of Umatilla.

No. F-1657

NOTICE OF HEARING

Salem, Oregon.

May 27, 1932

To Hon. J. M. Devers, Attorney,
Oregon State Highway Commission,
Building.

GREETINGS:

Please take notice that the above entitled action has been assigned

For hearing re

At: Umatilla, Oregon,

On: Thursday, June 2, 1932 ; at the hour of 11:00 A.M.

Waiving statutory notice of time and place of hearing

Please acknowledge receipt of this notice on enclosed form, typewritten portion of which is a carbon copy of corresponding portion of this notice, which form may be mailed to the Public Utilities Commissioner of Oregon, Salem, Oregon, without letter of transmittal, if desired.

Respectfully,

CHARLES M. THOMAS,
Public Utilities Commissioner of Oregon.

By
Secretary.

Acknowledge receipt on
P. U. C. Or. Form No. 4.
May 28, 1932

Form No.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

May 25, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 167-C, the approaches to the Umatilla Overcrossing on the Columbia River Highway, Wallula Cut-off, were recommended for approval on May 17, 1932.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By A H Benedict
A. H. Benedict
Asst. Highway Engineer

Form 3330-A

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

LAW DEPARTMENT

ARTHUR C. SPENCER, GENERAL SOLICITOR
ROY F. SHIELDS, ASSISTANT GENERAL SOLICITOR
WM. A. ROBBINS, GENERAL ATTORNEY FOR OREGON
~~ORVILLE G. EDWARDS, ATTORNEY~~
F. J. BETZ, ATTORNEY
L. W. [illegible]

4965

727 PITTOCK BLOCK
PORTLAND, OREGON

May 20, 1932

Hon. Chas. M. Thomas
Public Utilities Commissioner
Salem, Oregon

Dear Sir:

In re overhead crossing Umatilla, Oregon -- No. F-1657

We enclose herewith answer of Oregon-Washington Railroad & Navigation Company, respondent in the above case. We are sending copy to Mr. J. M. Devers with request that he acknowledge receipt directly to you.

Please advise us time and place assigned for hearing of this matter.

Very truly yours

A. C. SPENCER

FJB C
enc.

CC--Mr. J. M. Devers

Form 3530-A

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

LAW DEPARTMENT

ARTHUR C. SPENCER, General Solicitor
ROY F. SHIELDS, Assistant General Solicitor
WM. A. ROBBINS, General Attorney for Oregon
~~ORVILLE G. EDWARDS, ATTORNEY~~
F. J. BETZ, Attorney
L W [illegible]

727 Pittock Block
PORTLAND, OREGON

4965

589

May 12, 1932

Hon. Chas. M. Thomas
Public Utilities Commissioner
Salem, Oregon

Dear Sir:

We have your letter of the 11th and copy of Mr. J. M. Devers' letter of the same date wherein he kindly assents to extension of our time to answer in the Umatilla crossing case (your No. F-1657).

We shall exert every effort to file our answer before the 20th.

Very truly yours

A. C. SPENCER

FJB C

CC--Mr. J. M. Devers ✓

CHARLES M. THOMAS
PUBLIC UTILITIES COMMISSIONER OF OREGON
SALEM

F-1687

589

May 11, 1932.

In the matter of the application of the
State of Oregon, by and through its State
Highway Commission, for permission to
construct an overcrossing over and
across the tracks of the Oregon-Washington
Railroad & Navigation Company, located
in the SE¼ of the NE¼ of Section 17,
T. 5 N. R. 28 E. W.M. in Umatilla County,
Oregon, near the town of Umatilla.

COPY

Mr. A. C. Spencer, General Solicitor,
Oregon-Washington Railroad & Navigation Company,
Pittock Block,
Portland, Oregon.

Dear Sir:

I have your letter of May 10, file 4966, in which application is made for extension of time within which to file answer to the application above captioned. Your application is granted. If it becomes necessary to set this matter down for early hearing it is hoped that you will be willing to waive the statutory notice of time so as to expedite the matter if it is at all possible.

Yours very truly,

CHARLES M. THOMAS,

PUBLIC UTILITIES COMMISSIONER OF OREGON,

By

Secretary.

HHH:VN

589

May 11, 1932

Mr. Charles M. Thomas,
Public Utilities Commissioner,
Building.

Dear Sir:

I received this morning a carbon copy of the letter written by A. C. Spencer, under date of May 10th, with respect to the Umatilla Overcrossing matter, which is known in your files as F-1637, and this letter is to say to you that it will be quite agreeable with the State Highway Commission for you to grant any extension of time which Mr. Spencer may request.

It should be noted, however that the Highway Commission will receive bids at its meeting in Portland on the 18th of May for the construction of the approaches to the proposed overcrossing, the construction of which approaches will necessitate some shifting of the railroad tracks, none of which work can be done without the order of the Public Utilities Commissioner or without approval as a result of a mutual arrangement with the railroad company.

The call for bids was issued on the assumption that the hearing would have taken place and arrangements made with the railroad company before the contract was executed for the construction of the approaches. It will be necessary, therefore, in the event a satisfactory bid is received to defer the formal execution of the agreement until these preliminary matters have been disposed of.

Very truly yours

J. M. DEVERS

JMD:PW

cc Mr. A. C. Spencer, General Solicitor,
Union Pacific System,
Pittock Block,
Portland, Oregon.

Form 3580-A

UNION PACIFIC SYSTEM

Oregon-Washington Railroad & Navigation Company

LAW DEPARTMENT

Arthur C. Spencer, General Solicitor
Roy F. Shields, Assistant General Solicitor
Wm. A. Robbins, General Attorney for Oregon
~~[illegible], Attorney~~
F. J. Betz, Attorney
L. W. [illegible], Attorney

727 Pittock Block
Portland, Oregon

4965

May 10, 1932

Hon. Chas. M. Thomas
Public Utilities Commissioner
Salem, Oregon

Dear Sir:

In re Umatilla overcrossing, F-1657

While the above matter is having attention, am doubtful if we will be able to answer the petition within ten days from service thereof, which will be May 13, and request that you kindly extend our time for doing so until the 20th instant. We are sending copy of this request to Mr. J. M. Devers, of attorneys for petitioner.

Very truly yours

A. C. SPENCER

FJB C
CC--Mr. J. M. Devers

Trust the above will meet with your approval. We shall file answer at earliest possible time.

CHARLES M. THOMAS
COMMISSIONER OF
PUBLIC UTILITIES

HERBERT H. HAUSER, SECRETARY

PLEASE REFER TO
FILE No. F-1657

PUBLIC UTILITIES COMMISSION OF OREGON
SALEM

May 2, 1932.

Hon. J. M. Devers, Attorney,
Oregon State Highway Commission,
Building.

Attention: Mr. DeSouza

Dear Sir:

Receipt is acknowledged of your letter of April 29 transmitting original and two copies of petition for permission to construct and maintain an overcrossing over and across the tracks of Oregon-Washington Railroad & Navigation Company near the town of Umatilla in Umatilla County.

This application is docketed as of this date and a copy served upon this carrier and the official of Umatilla County.

Yours very truly,

CHARLES M. THOMAS,

PUBLIC UTILITIES COMMISSIONER OF OREGON,

By

Secretary.

HHH:VN

OREGON STATE HIGHWAY COMMISSION
[illegible] DEPARTMENT

Apr.29,1932

Hon. Chas. M. Thomas,
Public Utilities Commissioner,
Building

Dear Sir:

Herewith we hand you three copies of petition covering the application of the State of Oregon for permission to construct an overcrossing over and across the tracks of the O.W.R.& N. Company in the SE¼ of the NE¼ of Section 17, Township 5 N. R. 28 E. W. M. in Umatilla County, near the town of Umatilla.

We do not believe that any matters of controversy will arise between the railroad company and the State Highway Commission with regard to this crossing, and we would appreciate as early a hearing in the matter as possible in order that the work may be placed under way.

Very truly yours,
J. M. DEVERS

JWD:EH

BY J. W. DE SOUZA

FORM 2-5-1 1367 1M 10-31

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 23, 1932.

Mr. J. M. Devers
Office.

I am handing you herewith Sheet No. 1 of the plans for the proposed overcrossing of the OWRR&N tracks at Mile 191.88 on the Columbia River Highway near Umatilla, Oregon. I am also handing you a profile showing the overcrossing and the embankment approaches. Four copies of each of these exhibits are attached herewith as I presume you desire to send one of each to the Public Utilities Commissioner and one to the Railroad Company.

It is suggested that application be made for hearing on this crossing elimination before the Public Utilities Commissioner at the earliest date possible as we are anxious to begin construction.

The following elements of cost are involved in this overcrossing project:

1.	Cost of structure proper	$16,000
2.	Cost of grading approach fills between Engineer's Sta. 0+00 and Engineer's Sta. 12+50.	$10,000
3.	Cost of rearranging tracks	no data

You will note that the proposed grade separation involves the lowering of one of the tracks of the OWRR&N which necessitates a rearrangement of their tracks. This is the last item of expense listed hereinabove and the estimate will have to be furnished by the Railroad Company as we have no information in this office.

I have talked this matter over with the railroad people, and I think we can get a stipulation from them to the effect that the overcrossing structure, the approach fills and the rearrangement of tracks as above set forth will be all considered a part of the crossing elimination. With this stipulation there appears to be no controversy or points at issue.

I would be very glad if you would attempt to get this matter heard at the earliest possible date as we are anxious to proceed with the project

C. B. McCullough
Bridge Engineer

CBM:AP

cc Mr. H. G. Smith

March 4, 1932.

Memo to Mr. J. M. Devers:

Please note attached communication from Mr. Murray. I can answer him direct, but I thought it might be better for you to straighten him out.

I saw him yesterday and explained to him verbally that the 50% railroad cooperation was a matter of law and that federal money and state money are practically the same fund.

In order to remove any possible doubt in his mind, however, I think it might be well for you to cite the law and explain its construction in detail so that we wont have this thing coming up again.

C. B. McCullough
Bridge Engineer

CBM:AP

TRAFFIC COUNT MADE BY U. S. GOVERNMENT IN 1930 SURVEY

AVERAGE DAILY TRAFFIC

Umatilla Ferry:

Passenger Cars	60
Trucks	8
Busses	4
Total	72
Average summer traffic 1930	107
Average winter traffic 1930	44

On Old Oregon Trail through Umatilla:

Passenger cars	1086
Trucks	75
Busses	28
Average traffic 1930	1189

On Oregon Washington Highway between Pendleton, Ore. & Walla Walla, Wash.

Passenger cars	1681
Trucks	150
Busses	18
Average traffic 1930	1849

ESTIMATE OF COST OF OVERCROSSING AT UMATILLA

185' R. C. Viaduct, 24' Roadway, 2-3½' Sidewalks

Excavation	500	cu.yds.	@	$ 2.00	$ 1,000.00
Class "A" Concrete	350	cu.yds.	@	18.00	6,300.00
Class "D" Concrete	138	cu.yds.	@	18.00	2,484.00
Metal Reinforcement	97,000	lbs.	@	.04½	4,365.00
Concrete Handrail	380	lin.ft.	@	4.00	1,520.00
				Sub Total	$ 15,669.00
				Plus 10% for contingencies	1,566.90
				Total Construction Cost	$ 17,235.90
				Plus 10% for Engineering	1,723.59
				Total Cost	$ 18,959.49

Lowering Tracks and Grading Approaches (Contract Prices)

Excavation,single classification	31,000	cu.yds.	@	$ 0.20	$ 6,200.00
Overhaul	32,000	yd.stas.	@	0.01	320.00
Track Haul	2,000	yd.mi.	@	0.15	300.00
Gravel Topping	1,000	sy.yds.	@	0.20	200.00
Hauling Gravel Topping	450	yd.mi.	@	0.12	54.00
				Sub Total	$ 7,074.00
				Plus 10% for Contingencies	707.40
				Total Construction Cost	$ 7,781.40
				Plus 10% for Engineering	778.14
				Total Cost	$ 8,559.54

UNION PACIFIC SYSTEM

Oregon-Washington Railroad & Navigation Co.

Portland, Oregon
March 2, 1932.

PERSONAL

Mr. C. B. McCullough
Bridge Engineer
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Referring to our discussion of the grade separation at Umatilla.

I understand a good deal of Federal Aid money is going to be applied to this structure, and such money should be deducted before the State and the railroad start dividing.

I find some instances (not in Oregon, if you please) where, after the Federal Aid money and the railroad money are deducted, the State is getting off pretty nearly Scott free.

Yours very truly

S. MURRAY (signed)

UNION PACIFIC SYSTEM

Oregon-Washington Railroad & Navigation Co.

Portland, Oregon
March 2, 1932.

PERSONAL

Mr. C. B. McCullough
Bridge Engineer
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Referring to our discussion of the grade separation at Umatilla.

I understand a good deal of Federal Aid money is going to be applied to this structure, and such money should be deducted before the State and the railroad start dividing.

I find some instances (not in Oregon, if you please) where, after the Federal Aid money and the railroad money are deducted, the State is getting off pretty nearly Scott free.

Yours very truly

S. MURRAY (signed)

CONTRACT#1386,

PR 170-A Adams-Milton Sec., Pavement 1932
Resurfacing
1386

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

May 19, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
MAY 20 1933
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are returning under separate cover the approved plans for Oregon Federal Aid Projects Nos. 38 and 170-A.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

#1386

R176a

November 14, 1932

[redacted]ity Company,
444 California Street,
San Francisco, California.

Attention: Edgar Parry.

Gentlemen:

Receipt is acknowledged of your letter of November 13th concerning the A. Milne contract No. 1386 - Adams-Milton Section of the Oregon-Washington Highway in Umatilla County.

Please be advised that the total amount paid Mr. Milne in connection with the above contract will be $63,008.45. Of this amount $416.16 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

GLOBE INDEMNITY COMPANY
A. DUNCAN REID, PRESIDENT
CASUALTY INSURANCE
FIDELITY AND SURETY BONDS

L. R. SWEZEY
VICE-PRESIDENT
DAVID DUNCAN
RESIDENT MANAGER

PACIFIC DEPARTMENT
THE LIVERPOOL & LONDON & GLOBE BUILDING
444 CALIFORNIA STREET

SAN FRANCISCO, CAL

November 12th, 1932.

RECEIVED
NOV 14 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

In re: Bond 523951 - A. Milne - Contract 1386 - Contract Bond to State of Oregon - Adams-Milton Section.

We understand the above contract was completed and accepted September 24th, and that the contractor had earned certain extras which considerably increased the original contract price of $53,463.00.

In order that we may retire our file, if in order, we will greatly appreciate it if you will confirm our understanding , as above noted, and also provide us with the total final contract price, if now available.

Thanking you in advance for your kind attention accordingly, we are

Yours very truly,

Edgar Parry

EDGAR PARRY.
SUPT. FIDELITY & SURETY DEPT.

EP:F

#1366

PR 120 a

November 10, 1932

Globe Indemnity Company,
Geo. S. Kerr Company, Agents,
Title & Trust Bldg.,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1366 for the construction of the Adams-Milton Section of the Oregon-Washington Highway in Umatilla County consisting of 17.45 miles of pavement widening and resurfacing, has been completed by the contractor, A. Milne, and that final settlement will be made by the State with said contractor for work done under said contractor on or after November 19th, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $63,008.45 including the final payment. Of this amount $416.16 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1386

170A

October 17, 1932

Mr. R. E. Pinney,
Resident Vice-President,
Fidelity & Deposit Company of Maryland,
Failing Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of October 14th concerning the A. Milne Contract No. 1386, Adams-Milton Section of the Oregon-Washington Highway in Umatilla County.

Please be advised that this contract was completed on September 24th, 1932. The total amount paid to date is $61,105.48 and the retained percentage is $1,889.86. The final estimate is now being checked in this office and final payment will be made within the next two weeks.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McE.

#1386
[illegible]

ARTMENT OF OREGON
FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE
Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

OCTOBER FOURTEENTH,
1 9 3 2.

Mr. H.B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

Would you be good enough to advise me the status of the contract of A. Milne for resurfacing pavement on the Adams-Milton Section, Oregon-Washington Highway in Umatilla County.

Yours very truly,

R.E. Pinney,
Resident Vice-President.

REP:DC

Pd. to date $61,105.48
Retained $1,889.80 –
Sept. 24, 1932

[illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

FA 170A

October 15, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. D. T. Randall,
Attorney-at-Law,
Freewater, Ore.

Dear Sir:

Regarding the claim of Claude Irens for the value of 40,000 bricks used in the construction of a fill on the Oregon-Washington Highway near Weston.

I am advised that the contractor's superintendent purchased these bricks from Mrs. Harbour of Freewater, and has a receipt for the same signed by Mrs. Harbour.

In view of the fact that the contractor made arrangements and purchased this material, it would seem that the Highway Department is not involved and that you should take the matter up direct with the contractor, A. Milne, 1555 E. Broadway, Portland, and would suggest, however, that you check up on Mrs. Harbour's claim to these bricks before taking the matter up with the contractor.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER,

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to

R.H. Baldock ✓

NOTED
State Highway Engineer

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

October 6, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

REFERRED TO
H. G. Smith
By State Highway Engineer

Attention: ~~Mr. H. G.~~ Smith

Better consult Devers re this RHB

Dear Sir:

Replying to yours of September 19th in which you ask for a report on the claim of Claude Irons for the value of 40,000 brick which he states were used in the construction of fills on the Oregon-Washington Highway near Weston. Upon further investigation I find that some bricks were used to reinforce the sub-grade where we made a line revision at the north limits of Weston. The contractor was instructed by Resident Engineer Cooper to make the back fill with loose rock to be obtained from an old pit in the city of Westion, but due to the difficulty of getting in and out of this pit, the contractor's superintendent, Mr. Stubblefield, suggested that the broken bricks in an old brick yard nearby be used instead. He was informed by Mr. Cooper that this would be agreeable if the contractor made arrangements for the securing of the bricks. Mr. Stubblefield got into communication with a Mrs. Harbour of Freewater who claimed to be the owner of the bricks and she sold to him for the sum of $10.00 all the bricks that he might require. Before going into the brick yard Mr. Stubblefield showed a receipt for the bricks signed by Mrs. Harbour.

From this information it would appear that we should have further varification from Mr. D. T. Randall of Freewater, who is representing Mr. Irons, of Mr. Iron's ownership of the bricks.

RECEIVED
OCT 10 1932

Very truly yours,

WCWilliams

Division Engineer.

WCW:OW

cc R. H. Baldock.

FORM 5-H-1 5250 500 8-32

Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

AR 170A

OREGON STATE HIGHWAY COMMISSION
Office of W. C. WILLIAMS, Division Engineer
LA GRANDE, OREGON

October 13, 1932.

In Reply Please
Refer to File No.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

NOTED
State Highway Engineer

Attention: Mr. J.N. Bishop

Dear Sir:

I have your letter of October 11th requesting information concerning the bill from the City of Weston for changing water pipe at the George Sowers corner on the Water Street.

What the bill refers to as a water pipe was actually a fire hydrant and a portion of the city main. It was necessary to move this city main and fire hydrant in order to make a line revision at the north limits of Weston, which line revision was a part of the reconstruction of the Adams-Milton Section. This bill was charged to the construction prefix 30 PN.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW

cc R. H. Baldock.

RECEIVED
OCT 14 1932
OREGON
STATE HIGHWAY COMMISSION

STENCIL NO. 124

RECEIVED
OCT 12 1932
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore. 170-A

Post Office Building
Portland, Oregon.

Oct. 10, 1932.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encl.

Hp. 13208

Form P. R. 2
State Oregon
Project No. 170, Section A

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of August, 1932

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 5th day of May, 1931, a project statement, which was approved by the Secretary on the 1st day of June, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 25th day of June 1932, and approved by the Secretary on the 28th day of September, 1932, and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fifty-two thousand, two hundred fifty-four and 96/100

dollars ($52,254.96) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 51, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ---------- of ----------
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ----------
(State how placed under direct control of Highway Department)

*(c) ----------

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 159+45.8 in the W.½ of Sec. 3, T. 3 N., R. 34 E., W.M., near Adams, Oregon, and survey station 321+50 on Main Street in Milton, Oregon,

terminal points, a distance of 17.660 miles, known locally as the Adams - Milton section of the Oregon-Washington Highway between Pendleton and the Oregon-Washington State line near Walla Walla, Washington, Umatilla County, being Oregon Federal Aid Project No. 170, Section A.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

OCT 15 1932 3 01 PM

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of fifty-two thousand, two hundred fifty-four and 96/100 dollars ($52,254.96), certified to the Secretary of the Treasury as [illegible] mentioned, which does not exceed the authorized Federal pro rata share of eighty-three t[illegible]sand, nine hundred seventy and 70/100 dollars ($83,970.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ____________________

STRICKEN OUT

____________________ (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ____________________ (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ____________________

the State Treasurer (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 2, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

____

____

____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Article VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ____________________,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway

~~Department in the manner herein set forth, to wit: ____________________~~
~~(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)~~

~~*(*b*) By the ____________________,~~
~~upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ____________________~~
~~(Include reference to statute authorizing funds and probable amount annually available)~~

STRICKEN OUT

~~*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ____________________~~

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 28th day of September, 1932

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By ____________________
Chairman, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission
(Title of officer)

By Carl Washburne
Member, State Highway Commission.
(Title of officer)

By ____________________
(Title of officer)

By ____________________
(Title of officer)

[SEAL]

[SEAL]

CMS

R. W. Dunlap
Acting Secretary of Agriculture.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 170-A, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 83,970.70 as the total estimated cost of said project, and the sum of $ 52,254.96 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 28th day of September one thousand nine hundred and Thirty-two

R. W. Dunlap
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4820

UNITED STATES DEPARTMENT OF AGRICULTURE
No. 8 BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. F.A.P. 170-A

POST OFFICE BUILDING
PORTLAND, OREG.

October 6, 1932

Mr. R. H. Baldock
State Highway Engineer,
Salem, Ore.

Dear Sir:

Final inspection of ORE. F.A.P. 170-A Adams-Milton Sect. Oregon-Washington Hwy. ______, was made by a representative of this office on September 28, 1932. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

OCT

PR 170A

September 27, 1932

Hon. Willard L. Marks,
% Marks & McMahan, Attorneys,
First National Bank Bldg.,
Albany, Oregon.

Dear Mr. Marks:

With further reference to your letter of September 20, inquiring as to the initials and address of a Mr. Stubblefield who has been working on the Pendleton-Walla Walla Highway in the vicinity of Weston, I have just received a communication from our Division Engineer Mr. Williams of La Grande.

Mr. Williams states that Mr. Stubblefield is superintendent for contractor A. Milne, who has a contract with the State Highway Commission for the pavement widening and resurfacing of the Adams-Milton Section of the Oregon-Washington Highway in Umatilla County--State Highway Contract No. 1586.

Mr. Stubblefield's initials are L. P. and his home address is 25 South Orange Street, Medford, Oregon.

Very truly yours,

Secretary

HBG:AJ

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

September 24, 1932.

RECEIVED
SEP 26 1932
OREGON STATE HIGHWAY COMMISSION

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

Relative to an inquiry from the Honorable Willard L. Marks who seeks information concerning a man by the name of stubblefield, please be advised that this man is L. P. Stubblefield who was superintendent for A. Milne on the Adams-Milton pavement widening and resurfacing, and his home address is 25 South Orange Street, Medford, Oregon.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW

cc R. H. Baldock.

September 21, 1932

Hon. Willard L. Marks,
% Marks & McMahan, Attorneys,
First National Bank Building,
Albany, Oregon.

Dear Mr. Marks:

I have your letter of the 20th instant, requesting the initials and address of a man named Stubblefield who, you state, has a contract for rough surfacing the pavement on the Pendleton-Walla Walla Highway in the vicinity of Weston.

The State Highway Commission awarded two contracts for resurfacing work on this highway, one of which was awarded to J. C. Compton, McMinnville, and the other to A. Milne, 1853 East Broadway, Portland. The records of this department have been searched, but we fail to find any reference to a man by the name of Stubblefield being connected with either of these contractors. There is a possibility, of course, that he was employed by one of the original contractors as a foreman or superintendent. Therefore, I am today writing to our Division Engineer Mr. W. C. Williams, La Grande, who has general supervision of the work being done on this highway, with the request that he make further investigation to determine what, if any, connection Mr. Stubblefield has with either of the contractors above mentioned. I will communicate with you further as soon as I have a letter from Mr. Williams.

The contract awarded to Mr. Milne is State Highway Contract No. 1506 and covers pavement widening and resurfacing work on the Adams-Milton Section of the Oregon-Washington Highway in Umatilla County.

The contract awarded to Mr. Compton is State Highway Contract No. 1345 and is for the planing of bituminous pavement on the Adams-Milton Section of the Oregon-Washington

Highway in Umatilla County.

It is my thought that Mr. Stubblefield may be connected with the Milne contract.

I regret that I cannot give you any further information at this time.

Very truly yours,

Secretary

HBG:AJ

September 21, 1932

Mr. W. C. Williams, Division Engineer,
La Grande,
Oregon.

Dear Sir:

Attached hereto is a copy of a letter that has been received from Hon. Willard L. Marks, attorney of Albany, in which he wishes to know the initials and address of a man by the name of Stubblefield who is connected with one of the contracts for the improvement of the Oregon-Washington Highway in the vicinity of Weston.

We have no record in this office of Mr. Stubblefield. Therefore, I am calling upon you to procure the information at an early date for Mr. Marks, if possible to do so. Please send the data to this office.

Very truly yours,

Secretary

HBG:AJ

MARKS, McMAHAN & LEWELLING

WILLARD L. MARKS
ARTHUR K. McMAHAN
L. G. LEWELLING

CLARK S. KENDALL

LAW OFFICES
FIRST NATIONAL BANK BUILDING

ALBANY, OREGON

September 20, 1932.

Mr. E. L. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

We would like to obtain the initials and address of a man named Stubblefield whohas a contract for rough surfacing the pavement on the Pendleton-Walla Walla Highway in the vicinity of Weston. He was engaged in that work on September 7th when a client of ours had a little automobile accident there. Our client learned his last name was Stubblefield but he did not learn the first name or whether or not Stubblefield was operating as an individual contractor or as a member of a compnay or manager of a corporation. If you can kindly give us the name of the contractor on that job we will appreciate it.

Thanking you in advance, we are,

Very truly yours,

MARKS & McMahan

By Willard L. Marks

WLM:ED

NOTED

Form 30—3165—5M—2-32.

OREGON STATE HIGHWAY DEPARTMENT

OR 170a

FIELD ENGINEER'S WEEKLY REPORT

Date Sept. 24, 1932. , 193

Job name Adams-Milton Pavement Resurfacing

Week from Sept 18 *to* Sept 24.

Mail address Box 123, Athena Oregon

Highway

Telegraph or telephone address Athena Oregon

County Umatilla *Job prefix* 30 RN

Express and freight address Athena Oregon

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The work on the Adams Milton section was completed today.
The contractor worked this week on shoulders and in cleaning up.
The contractors force this week consisted of 32 men, all of whom give Oregon addresses. Contractor pays a minimum wage of .40¢ per hr

RECEIVED
SEP 26 1932
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. G. SMITH

Day of Week	WEATHER CONDITIONS A. M.	WEATHER CONDITIONS P. M.
Sunday	Cloudy	Cloudy
Monday	Cold	Cloudy
Tuesday	Windy	Windy
Wednesday	Fair	Warm
Thursday	Fair	Warm
Friday	Fair	Warm
Saturday	Cloudy	Cloudy

Signed Forrest Cooper

Title

FORM E-M-1 5296 500 8-32

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

GRADING CONSTRUCTION

Total miles of grading in project

Miles completed

Miles completed except finishing

Total cubic yards in project

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be measured

Number men in Engineering Party

Contractor's average force for week .... *men,*
.... *teams,* .... *steam shovels*

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 17.66

Miles completed 17.66

Miles partially done Job complete

Total cubic yards in project 21,996

Cubic yards produced to date 21,996

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week 32 *men,*
.... *teams,* 10 *trucks*

Project will be completed about Sept. 24, 1932

Number of men in Engineering Party 5

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*
.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 30 PN *Percentage* 100
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

FORM [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

110A

August 19, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
AUG 22 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing extra work order No. 2 involving extra work necessary to stabilize a portion of subgrade where we made a line revision at the north city limits of Weston on the Adams-Milton Pavement Widening and Resurfacing Project.

A copy of the letter from Mr. Cooper, Resident Engineer, is attached explaining the necessity of the grade stabilizing.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
Encls.

cc R. H. Baldock.

NOTED
State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

August 11, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for signature and return to this office are three copies of agreement for Oregon Federal Aid Project No. 170-A, Adams-Milton section of the Oregon-Washington Highway. We are also enclosing one copy each of approved estimate and specifications.

We do not believe that we have yet received resolutions by local authorities covering traffic regulation through the towns of Athena and Weston. Prompt submission of these will be appreciated.

According to our existing agreement, we understand that on those portions of this project where right of way width is restricted, the pavement widening will, where practicable, be entirely on the side away from the railroad, and that in all cases there will be adequate provision for side drainage and its maintenance.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Encls.

RECEIVED
AUG 12 1932
OREGON
STATE HIGHWAY COMMISSION

FORM 3-H-1 5750 1M 4-30

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

170A

August 11, 1932.

RECEIVED
AUG 12 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. S. H. Probert

Dear Sir:

In connection with the securing of Federal Aid on the Adams-Milton Pavement Widening and Resurfacing, I am enclosing herewith four copies each of resolutions executed by the city councils of Athena, Weston and Milton.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
Encls.

RESOLUTION

WHEREAS, State Highway No. 8 of the State of Oregon, known as the Oregon-Washington Highway, is routed through the City of Athena, Umatilla County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit: From the South City Limits north on Third Street, to Main Street, and East on Main Street to the East City Limits

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, The Bureau of Public Roads of the Department of Agriculture of the United States will not participate in the construction of said highway until and unless the said City of Athena will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right-of-way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Athena, Umatilla County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 8 of the State of Oregon, known as the Oregon-Washington Highway, which will permanently or unduly interfere with the free and convenient

flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Athena, Umatilla, County, Oregon, this 1st day of August, 1932.

Attest:

M. J. Watts
Mayor.

B. B. Richards
City Recorder.

- - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Athena, Umatilla County, Oregon, on the 1st day of August 1932 at the regular meeting of said Common Council.

Dated this 1st day of August, 1932.

B. B. Richards
City Recorder.

RESOLUTION

WHEREAS, State Highway No. 8 of the State of Oregon, known as the Oregon-Washington Highway, is routed through the City of Milton, Umatilla County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit: From the South City Limits in a northerly direction to the intersection of Main and Frazier Streets; thence northwesterly on Main Street to the North City Limits.

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, The Bureau of Public Roads of the Department of Agriculture of the United States will not participate in the construction of said highway until and unless the said City of Milton will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right-of-way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Milton, Umatilla County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 8 of the State of Oregon, known as the Oregon-Washington Highway, which will permanently or unduly interfere with the free and convenient

flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Milton Umatilla, County, Oregon, this 8th day of August 1932.

Attest:

James H E Scott
Mayor.

J. D. Whitman
City Recorder.

- - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Milton, Umatilla County, Oregon, on the 8th day of August 1932 at the regular meeting of said Common Council.

Dated this 8th day of August, 1932.

J. D. Whitman
City Recorder.

RESOLUTION

WHEREAS, State Highway No. 8 of the State of Oregon, known as the Oregon-Washington Highway, is routed through the City of Weston, Umatilla County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

From west City Limits east to Water Street and north on Water Street to the North City Limits

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, The Bureau of Public Roads of the Department of Agriculture of the United States will not participate in the construction of said highway until and unless the said City of Weston will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right-of-way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Weston, Umatilla County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 8 of the State of Oregon, known as the Oregon-Washington Highway, which will permanently or unduly interfere with the free and convenient

flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of ___Weston, Umatilla___, County, Oregon, this ___3rd___ day of ___August___ 193_2_.

Attest:

R. G. Blomgren
Mayor.

C. W. Avery
City Recorder.

- - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of ___Weston___, ___Umatilla___ County, Oregon, on the ___3rd___ day of ___August___ 193_2_ at the regular meeting of said Common Council.

Dated this ___4th___ day of ___August___, 193_2_.

C.W. Avery
City Recorder.

July 23, 1932.

Mr. W. C. Williams,
Division Engineer,
La Grande, Oregon.

Dear Sir:

In connection with the securing of federal aid on the pavement widening work to be done on the Adams-Milton Section, which extends through the towns of Athena, Weston and Milton, it is necessary that a resolution be passed by the council of each of these towns guarantying that no encroachments will be permitted upon the right of way of the highway within the corporate limits of each city. We are enclosing herewith copies of the resolution to be executed by the councils of each town. Please return four copies of each executed resolution to this office.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/KK
Incls.

Form 30—3165—5M—2-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 23,1932

Job name Adams-Milton Pavement Resurfacing Week from July 17th. to July 23rd.

Mail address Box #123, Athena, Oregon

Highway Oregon Washington 170A Telegraph or telephone address Athena, Oregon.

County Umatilla Job prefix 30 PH Express and freight address Athena, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contrawtor started Operatiòns Monday and has worked full shifts all week. Now have 2.2 Miles of Leveling lift laid and 0.9 miles of Resurfacing. Progress has not been very rapid this week as the contractor had to get his crews organised but things are running smoother now.

Contractor has a crew of 68 men on the job all of whom give Oregon addresses. It is my intention to check the crew closely immediately.

I have found it necessary to make the following changes in the specifications all with the approval of W.H.Stewart and W.C.Williams. The 2¼-1¼ leveling lift has been laid 3 feet wide instead of 4 as we found that the ~~shoulders~~ pavement had less crown than was anticipated and the 2¼ inch rock made a hump if laid 4 feet wide. The 1½-3/4 rock on the leveling lift has been laid 3 feet wide instead of 2½ to shape between the 2¼-1¼ course and the new crown. W.H.Stewart has been on the job all week.

Survey crew has been on center line, mile posts, blue tops etc this week.

Day of Week	WEATHER CONDITIONS A. M.	WEATHER CONDITIONS P. M.
Sunday	Warm	Warm
Monday	Warm	Warm
Tuesday	Warm	Hot
Wednesday	Hot	Hot
Thursday	Hot	Hot
Friday	Hot	Hot
Saturday	Hot	Hot

RECEIVED
JUL 26 1932

Signed Forrest Cooper

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 17.66

Miles completed 0.9

Miles partially done 1.3

Total cubic yards in project 18,000

Cubic yards produced to date 1500.

Average daily yardage produced this week 250

Average daily yardage necessary to complete on time 445

Contractor's average force for week 50 *men,*

.... *teams,* 6 *trucks*

Project will be completed about Sept 15th.1932

Number of men in Engineering Party 9

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 30 PN .... *Percentage* 100
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

July 21, 1932

A. Milne,
1855 East Broadway,
Portland, Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the resurfacing of the Adams-Milton Section of the Oregon-Washington Highway in Umatilla County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

July 19, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement, covering the Adams-Milton Section, Project No. 178-A.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/BR.

encl.

Oregon State Highway Department.

Project No. 170-A.

ADAMS-MILTON SECTION OF THE

OREGON - WASHINGTON HIGHWAY IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 19, 1932.

Bituminous Macadam

17.66	miles	Preparation of Base	$50.00	$ 883.00
18,000	cu. yds.	Placing Mineral Aggregate	1.15	20,700.00
20,000	yd. mi.	Hauling " "	0.15	3,000.00
1,000	tons	Asphalt in Place	23.00	23,000.00
180	tons	Emulsified, or Cut-back Asphalt in Seal Coat	21.00	3,780.00
3,000	cu. yds.	Gravel Shoulders	0.40	1,200.00
6,000	yd. mi.	Hauling Shoulder Materials	0.15	900.00

Bituminous Macadam Aggregate (Contract 1236)

4,520	cu. yds.	2½" - 1½" Materials in Stockpile	1.10	4,972.00
7,370	" "	1½" - 3/4" " " "	1.10	8,107.00
2,840	" "	3/4" - ½" " " "	1.10	3,124.00
2,050	" "	½" - ¼" " " "	1.10	2,255.00
29,440	yd. mi.	Hauling Broken Stone, Pile Measure	0.15	4,416.00
				$76,337.00
		10% Engr. & Cont.		7,633.70
		Total................		$83,970.70

Length 17.628 miles

Bridges (Non-Participating)

Pine Creek	25 ft.		
Dry "	60 "		
Undercrossing	85 "		
	170 ft.	.032	"

Total length 17.660 miles

Cost per mile $4,763.48

Federal Aid Requested	$52,254.96
State Funds	31,715.74
	$83,970.70

State funds for construction: Chap. 175, laws 1917; Chap. 31, laws 1920.
" " " maintenance: Chap. 41, laws 1927.

Form 30—3165—5M—2-32.

OREC TATE HIGHWAY DEPARTME

FIELD ENGINEER'S WEEKLY REPORT

Date July 16, 1932. , 193

Job name Adams-Milton Pavement Resurfacing *Week from* July 9 *to* July 16.

Mail address Box 123 Athena, Oregon.

Highway Oregon-Washington 110A *Telegraph or telephone address* Athena, Oregon.

County Umatilla *Job prefix* 30 P N *Express and freight address* Athena, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor prepairing subgrade and laying headers this week. Have two miles of subgrade prepaired, two additional miles 50% ready and 1.2 miles of headers in place. Contractors equipment practicaly all on job. It is the intention to start laying shaping course on Monday July 18.

Contractors force is 24 men all of whom are Oregon residents. Contradtor paying .40¢ for common labor, .50¢ to 55¢ for truck drivers, .60¢ for shovel operators and roller men, .55¢ for blade men.

Survey crew on placing hubs and center line.

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JUL 19 1932
OFFICE OF
CONST[illegible]NGEER

RECEIVED
JUL 19 1932
OREGON
STATE HIGHWAY COMMISSION

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday	Fair	Calm
Monday	Fair	Windy
Tuesday	Warm	Sultry
Wednesday	Rain	Cloudy
Thursday	Warm	Warm
Friday	Warm	Warm
Saturday	Sultry	Warm

Signed Forrest Cooper

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project
Miles completed
Miles completed except finishing
Total cubic yards in project
Cubic yards moved to date
Miles covered by contractor's forces
Miles cross-sectioned
Miles cross-sections completed and checked
Miles to be measured
Number men in Engineering Party
Contractor's average force for week .... men,
.... teams, ... steam shovels
Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 17.66
Miles completed
Miles partially done
Total cubic yards in project
Cubic yards produced to date
Average daily yardage produced this week
Average daily yardage necessary to complete on time
Contractor's average force for week 18 men,
.... teams, 5 trucks
Project will be completed about Sept. 1 st. 1932
Number of men in Engineering Party 5

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed
Miles of preliminary staked
Miles of location staked
Per cent of field work complete
Per cent of office work complete
Number of days worked on this project
Number of men in party
Salary expense this week
All other expense this week
Previous total expenditure this survey
Total expenditure including this week
Survey will be completed about
Completed survey will cost about
Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project
Miles paving completed
Total square yards in project
Square yards completed to date
Average daily square yards this week
Miles shoulders completed both sides
Contractor's average force for week .... men,
.... teams, ... trucks
Job will be completed about
Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which [illegible] we worked this week with percentage of this week's time [illegible] each.

1. This job 30 P [illegible] Percentage 100
2. .... Percentage
3. .... Percentage
4. .... Percentage

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

July 13, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

Reference is made to your letter of July 7 relative to pavement widening on Oregon Federal Aid Project No. 170-A.

With regard to the widening to be all on one side where right of way is restricted by the railroad, the following stations are approximately where it appears such widening would be necessary: Sta. 332 to Sta. 336 (now covered by the special provisions); Sta. 342 to Sta. 349; Sta. 356 to Sta. 449. There are small parts of this length which are covered by the special provisions, but the entire length where half of the present right of way is less than 30 ft. should have all the widening on the side opposite the railroad.

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED
JUL 14 1932
OREGON
STATE HIGHWAY COMMISSION

Commissioners
Leslie M. Scott, Chairman, Portland
H. B. Glaisyer, Secretary

OREGON STATE HIGHWAY COMMISSION

PR 170 A

July 11, 1932.

Mr. W. C. Williams,
Division Engineer,
La Grande, Oregon.

Dear Sir:

Reference is made to your letter of June 9th in regard to the prefix for the Adams-Milton pavement widening and resurfacing.

The pencil notation on your copy of the list of job prefixes for contracts awarded June 23rd, giving 30 PP as the prefix for the Adams-Milton job is in error. The correct prefix is 30 PH as given in our letter to you of June 15th.

Will you please see that the prefix as noted on the Resident Engineer's copy of the contract is corrected to 30 PH.

Yours very truly,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by L. E. Parsons/EX

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 9, 1932.

IN REPLY PLEASE
REFER TO FILE NO:

RECEIVED
JUL 11 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. Probert:

Dear Sir:

We have just received a list of job prefixes assigned to contracts awarded June 23rd, in which is listed prefix 30 PP assigned to Contract No. 1386, Federal Aid Project 170-A, for the Adams-Milton Pavement Widening and Resurfacing.

According to notification in your letter of June 15th prefix 30 PN was assigned to the above named project. We have been using the latter prefix in all charges made to date on this project. Will you please confirm prefix 30 PN.

30 PN- OK

Very truly yours,

W. C. WILLIAMS,
Division Engineer.

By

Office Engineer.

WWS V

Form 30—3165—5M—2-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 9, 1932

Job name Adams-Milton Pavement Resurfacing

Week from July 3 to July 9

Mail address Box #123 Athena, Oregon.

Highway Oregon Washington 170A

Telegraph or telephone address Athena, Oregon.

County Umatilla Job prefix 30 PN

Express and freight address Athena, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor moved in this week and started to prepare subgrade on shoulders on Friday July 8th. between the towns of Adams and Athena.

Contractors present force consists of 4 men all of whom are Oregon residents.

RECEIVED
JUL 12 1932
OREGON STATE HIGHWAY COMMISSION

RECEIVED
JUL 12 1932
OFFICE OF
CONST[illegible]NEER

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday	Wind	Dust storm
Monday	Warm	Warm
Tuesday	Fair	Warm
Wednesday	Warm	Warm
Thursday	Hot	Hot
Friday	Hot	Sultry
Saturday	Warm	Cloudy

Signed Forrest Cooper

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 17.66

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week 2 *men,*

.... *teams,* 1 *trucks*

Project will be completed about Sept.1st.1932

Number of men in Engineering Party 4

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 30 PN *Percentage* 90
2. 2-BJ *Percentage* 10.
3. .... *Percentage* ....
4. .... *Percentage* ....

170 A

July 9, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Since submitting the plans for the Adams-Milton Pavement Widening, and for the pavement widening work on the Tangent-Shedd and Monmouth-North Sections, it has developed that the type of seal coat which is specified for these projects is not proving satisfactory due to the fact that it does not provide a sufficiently non-skid surface. We, therefore, desire to change the seal coat specification to the same as that used on our standard bituminous macadams.

To accomplish this change, we have prepared supplemental special provisions for inclusion in the contracts, and, if the change meets with your approval, we would like to have authority from you to make this inclusion.

Four copies each of the proposed supplemental special provisions are being submitted herewith. You will note that the first sheet of the supplemental special provisions for the Adams-Milton Project is the same as has already been approved. The changed specification for the seal coat appears on sheet No. 2.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

FORM 5-A-1 2405 4M 1-32

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

PRd

OREGON STATE HIGHWAY COMMISSION
SALEM

July 7, 1932

IN REPLY PLEASE
REFER TO FILE NO.

Mr. T. L. Davis,
Bureau of Public Roads,
New P. O. Bldg.,
Portland, Ore.

Dear Sir;

Mr, Baldock advises that additional right-of-way is to be acquired at the west approach to Weston on the Adams-Milton Section and that we are to do our pavement widening on the side opposite the Railroad at center sections in the vicinity of the Blue Mountains.

Will you kindly advise in detail if possible giving the station numbers, just where you wish this unsymmetrical widening to be done.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

NOTED
State Highway Engineer

CC to

R. H. Baldock ✓

W. C. Williams

HGS/H

Mr. Williams:

Please advise Cooper that we are to do our widening away from the Railroad on the narrow encroachments near the Blue Mountains.

FORM S-A-1 3323 3M 3-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

170A

July 7, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

Approval of the pavement widening work on the Adams-Milton Section has been made by the Bureau of Public Roads with the understanding that additional right-of-way is to be obtained on the inside of the 28 degree curve between Stations 70+69.2 and 74+17.8, and with the understanding that where restrictions in right-of-way width along the O. W. R. & N. tracks occur, the pavement widening work will all be done on the side of the existing pavement which is farthest from the railroad.

Copies of our correspondence with the Bureau, relative to this matter, are being enclosed for your information, and it is suggested that you arrange to have the additional right-of-way acquired and to have the pavement widening work performed in the manner required by the Bureau.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

encl.

CC to

R. H. Baldock ✓

NOTED
State Highway Engineer

FR170A.

July 6, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of July 5th, stating that the pavement widening work on the Adams-Milton Section, Federal Aid Project No. 170-A, is being recommended for approval, subject to the understanding that additional right-of-way is to be acquired on the inside of the twenty-eight degree curve between Stations 70+69.2 and 74+17.8, and subject also to the understanding that where restrictions in right-of-way width along the O. W. R. & N. tracks occurred, the pavement widening will all be on the side of the existing pavement farthest from the railroad.

Your approval of the project on this basis is agreeable to us, and our field engineers are being instructed to secure the additional right-of-way between Stations 70+69.2 and 74+17.8, and to handle the pavement widening work in the manner above mentioned, where the width of the right-of-way is restricted.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

cc H. G. Smith,
Office.

July 6, 1932.

Mr. E. G. Smith,
Construction Engineer,
Office.

Dear Sir:

Approval of the pavement widening work on the Adams-Milton Section has been made by the Bureau of Public Roads with the understanding that additional right-of-way is to be obtained on the inside of the 28 degree curve between Stations 70+69.2 and 74+17.8, and with the understanding that where restrictions in right-of-way width along the O. W. R. & N. tracks occurred, the pavement widening work will all be done on the side of the existing pavement which is farthest from the railroad.

Copies of our correspondence with the Bureau, relative to this matter, are being enclosed for your information, and it is suggested that you arrange to have the additional right-of-way acquired and to have the pavement widening work performed in the manner required by the Bureau.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

July 5, 1932

RECEIVED
JUL 6 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon F.A.P. 170-A, Adams-Milton section of the Oregon-Washington Highway, 17.628 miles of pavement widening.

In accordance with phone conversation of July 2nd between yourself and Mr. T. M. Davis, that where restriction in right of way along the O.W.R.& N. tracks occur, the pavement widening will all be on the side farthest from the railroad and that adequate drainage will be provided, we are recommending this project for approval.

The estimate submitted divides this project into three types but as the resulting surface will be the same over the entire project, it will simplify proceedings if this work is all placed under one type and would suggest that when the project agreement estimate is submitted, that one type only be shown.

It is also our understanding that in accordance with your conference with Mr. Matteson and Mr. Moskowitz, additional right of way on the inside of the 28° curve, Sta. 70+69.2 to 74+17.8, will be obtained before work at this place is begun.

We are approving this project with right of way restrictions with the understanding this is not to be taken as a precedent for future work.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

BR 170 A

June 16, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying plans and five bid proposals for each of the following projects:

Proj. No. 142-C - Scottsburg-Burchard Creek Section
Proj. No. 142-B - Burchard Creek-Paradise Creek Section
Proj. No. 137-A - Kilchis River-Tillamook Section
Proj. No. 170-A - Adams-Milton Section

Five blueprint copies of Sheet No. 2 of the plans for Project No. 142-C and for Project No. 142-B are being sent under separate cover. These sheets, Nos. 2, for the plans for each of these projects have been revised to show the typical surfacing section. We are likewise sending two blueprint copies of the plans for the Adams-Milton Section, Project No. 170-A, and five blueprint copies of Sheet 2-A of the plans for the Kilchis River-Tillamook Section, which sheet shows the typical paving details.

The additional sets of plans required for the Adams-Milton Section will be sent to you tomorrow.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. E. Probert,
Office Engineer.

Dict. by J. W. Nash/EL.
encl.

Oregon State Highway Department   Project No. 170-A

ADAMS-MILTON SECTION OF THE

OREGON-WASHINGTON HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, June 16, 1932.

TYPE I ROADWAY (Stas. 159+48.5 to 396+00; 413+00 to 475+56.3= 0+00 to 26+61.1=0+00 to 81+00; and 124+30 to 136+13.5=140+81.5 to 508+57.6=329+14.5 to 321+50.

Bituminous Macadam

16.52	miles	Preparation of Base	$ 75.00	est.	$ 1,239.00
17,200	cu.yds.	Placing Mineral Aggregate	1.00	"	17,200.00
19,100	yd. mi.	Hauling Mineral Aggregate	0.15	"	2,865.00
960	tons	Asphalt in Place	22.00	"	21,120.00
167	tons	Emulsified, or Cut-back Asphalt in Seal Coat	21.00	"	3,507.00
2,925	cu.yds.	Gravel Shoulders	0.30	"	877.50
5,850	yd. mi.	Hauling Shoulder Materials	0.15	"	877.50

Bituminous Macadam Aggregate (Contract 1276)

4,300	cu.yds.	2½ - 1½" Materials in Stockpiles	1.10	low bid	4,730.00
7,200	"	1½ - 3/4" " " "	1.10	" "	7,920.00
2,650	"	3/4" - ½" " " "	1.10	" "	2,915.00
1,900	"	½" - ¼" " " "	1.10	" "	2,090.00
28,150	yd.mi.	Hauling Broken Stone, Pile Meas.	0.15	" "	4,222.50
					$ 69,563.50
			10% Engr. & Cont.		6,956.35
			Total, Type I Roadway		$76,519.85

Length, Type I Roadway		16.489 miles
Bridges (Non-Participating)		
Pine Creek	25 ft.	
Dry Creek	60 ft.	
Undercrossing	85 ft.	
	170 ft.	.032 mile
Total length		16.521 miles
Cost per mile, Type I Roadway		$4,640.66

TYPE II ROADWAY (Sta. 112+00 to 124+30)

Bituminous Macadam

0.23	mile	Preparation of Subgrade	$ 75.00	est.	$ 17.25
500	cu. yds.	Placing Mineral Aggregate	1.00	"	500.00
550	yd. mi.	Hauling Mineral Aggregate	0.15	"	82.50
20	tons	Asphalt in Place	22.00	"	440.00
3	tons	Emulsified (or Cut-back) Asphalt in Seal Coat	21.00	"	63.00
75	cu. yds.	Gravel Shoulders	0.30	"	22.50
150	yd. mi.	Hauling Shoulder Material	0.15	"	22.50

Bituminous Macadam Aggregate

220	cu. yds.	2½" - 1½" Materials in Stockpiles	1.10	low bid	242.00
170	" "	1½" - 3/4" " " "	1.10	" "	187.00
40	" "	3/4" - ½" " " "	1.10	" "	44.00
90	" "	½" - ¼" " " "	1.10	" "	99.00
840	yd. mi.	Hauling Broken Stone, Pile Measure	0.15	" "	126.00
					$1,801.75
		10% Engr. & Cont.			180.17
		Total, Type II Roadway			$1,981.92

Length, Type II Roadway .23 mile
Cost per mile, Type II Roadway $8,617.04

TYPE III ROADWAY (Stas. 396+00 to 413+00 & 81+00 to 112+00)

Oil Mat Surface Treatment

0.91	mile	Preparation of Base	$ 75.00	est.	$ 68.25
300	cu. yds.	Placing Mineral Aggregate	1.00	"	300.00
350	yd. mi.	Hauling Mineral Aggregate	0.15	"	52.50
20	tons	Asphalt in Place	22.00	"	440.00
10	"	Emulsified, or Cut-back, Asphalt in Seal Coat	21.00	"	210.00

Aggregate (Contract 1236)

150	cu. yds.	3/4" - ½" Materials in Stockpile	1.10	low bid	165.00
100	" "	½" - ¼" " " "	1.10	" "	110.00
450	yd. mi.	Hauling Broken Stone, Pile Measure	0.15	" "	67.50
					$1,413.25
		10% Engr. & Cont.			141.32
		Total Type III Roadway			$1,554.57

Length, Type III Roadway .909 mile
Cost per mile, Type III Roadway $1,710.19

SUMMARY

Item	Total Cost	Federal Aid	State Funds
Type I	$ 76,519.85	$ 47,618.30 (62.23%)	$ 28,901.55
Type II	1,981.92	1,233.34 (62.23%)	748.58
Type III	1,554.57	967.40 (62.23%)	587.17
	$ 80,056.34	$ 49,819.04	$ 30,237.30

Oregon State Highway Department

Project No. 170-A

ADAMS-MILTON SECTION OF THE

OREGON-WASHINGTON HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Upper Coat

Salem, Oregon, June 14, 1932.

396+00; 413+00 to

→ **Type I Roadway** (Stas. 159+48.5 to 475+56.3=0+00 to 28+61.1=0+00 to 81+00; [redacted]0 and 124+30, to 588+57.6=329+14.5 to 321+50.)
to 136+13.5=140+31.5

Bituminous Macadam

Copy A

17.43	miles	Preparation of Subgrade	$ 75.00	est.	$ 1,307.25
17,500	cu. yds.	Placing Mineral Aggregate	1.00	"	17,500.00
19,450	yd. mi.	Hauling Mineral Aggregate	0.15	"	2,917.50
980	tons	Asphalt in Place	22.00	"	21,560.00
177	tons	Emulsified (or Cut-back) Asphalt in Seal Coat	21.00	"	3,717.00
2,925	cu. yds.	Gravel Shoulders	0.30	"	877.50
5,850	yd. mi.	Hauling Shoulder Material	0.15	"	877.50

Bituminous Macadam Aggregate (Contract 1236)

4,300	cu. yds.	2¼" - 1¼" Matls. in Stockpile	1.10	low bid	4,730.00
7,200	" "	1¼" - 3/4" Matls. in Stockpile	1.10	" "	7,920.00
2,800	" "	3/4" - ½" Matls. in Stockpile	1.10	" "	3,080.00
2,000	" "	½" - ¼" Matls. in Stockpile	1.10	" "	2,200.00
28,600	yd. mi.	Hauling Broken Stone, Pile Meas.	0.15	" "	4,290.00
					$70,976.75
		10% Engr. & Cont.			7,097.67
		~~Total, Type I Roadway~~			~~$78,074.42~~

A

Copy

Length, Type I Roadway 16.489 ~~17.430~~ miles

Bridges (Non-Participating)

Pine Creek	25 ft.	
Dry Creek	60 ft.	
Undercrossing	85 ft.	
	170 ft.	.032 mile

Total length ~~Net length Type I Roadway~~ 16.521 ~~17.398~~ miles

Cost per mile, Type I Roadway ~~$4,487.55~~ 4,640.66

TYPE II ROADWAY (Sta. 112+00 to 124+30)

Bituminous Macadam

0.23	mile	Preparation of Subgrade	$ 75.00	est.	$ 17.25
500	cu. yds.	Placing Mineral Aggregate	1.00	"	500.00
550	yd. mi.	Hauling Mineral Aggregate	0.15	"	82.50
20	tons	Asphalt in Place	22.00	"	440.00
3	tons	Emulsified (or Cut-back) Asphalt in Seal Coat	21.00	"	63.00
75	cu. yds.	Gravel Shoulders	0.30	"	22.50
150	yd. mi.	Hauling Shoulder Material	0.15	"	22.50

Bituminous Macadam Aggregate

220	cu. yds.	2¼" - 1¼" Materials in Stockpiles	1.10	low bid	242.00
170	" "	1¼" - 3/4" " " "	1.10	" "	187.00
40	" "	3/4" - ½" " " "	1.10	" "	44.00
50	" "	½" - ¼" " " "	1.10	" "	55.00
840	yd. mi.	Hauling Broken Stone, Pile Measure	0.15	" "	126.00
					$1,801.75
		10% Engr. & Cont.			180.17
		Total, Type II Roadway			$1,981.92

Length, Type II Roadway .23 mile
Cost per mile, Type II $8,617.04

Copy B

~~SUMMARY~~

~~Item~~	~~Total Cost~~	~~Federal Aid~~	~~State Funds~~
~~Type I~~	~~$ 78,074.42~~	~~$ 48,585.71 (62.23%)~~	~~$ 29,488.71~~
~~Type II~~	~~1,981.92~~	~~1,233.34 (62.23%)~~	~~748.58~~
~~Totals~~	~~$ 80,056.34~~	~~$ 49,819.05~~	~~$ 30,237.29~~

Copy B

State Funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920.

State Funds for Maintenance: Chapter 41, Laws 1927.

FR 170

April 9, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Our plans for this season's work call for the widening of the pavement on the Adams-Milton Section of the Oregon-Washington Highway, Federal Aid Project No. 170.

You will recall that when the project statement for this project was approved, the approval was conditioned upon a further study of the alignment, with the view of improving the same and shortening the distance. This study will probably require some little time, and it is for that reason that we are giving you this advance notice of our plan to undertake the shoulder widening work.

We are now working on the federal aid plans, but, if any material changes in alignment are to be required, we would like, if possible, to be advised of that fact before the plans are completed, so as to avoid the necessity of making further surveys and revising the plans after they have been submitted. We are, therefore, sending to you, under separate cover, blueprint copies of our 400-foot scale maps showing the alignment of the section of highway concerned, and we would be pleased if you could arrange to make a study of this location in the field within the very near future.

We would like, if possible, to be able to receive bids for the proposed work on May 19th, and, in no event, later than June 9th.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:HR

CONTRACT#1392

SEE:

CONTRACT#1381,

1392 SIR: Contract 1381

CONTRACT# 1393, 1410
1493,

PR 169-C Lime-Huntington Sec. 1932
1393
1419-1493 [redacted]

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Grade Creek-[illegible] Creek Section, Project No. WPH 169-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Works Program
Project No. WPH 196-C

GRADE CREEK-STORM CREEK SECTION
OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 6, 1935

All Required		Clearing and Grubbing		$ 4,000.00
500	sq. ft.	Falling Danger Trees	$ 2.00	1,000.00
850	cu. yds.	Trench Excavation	2.00	1,700.00
70,000	cu. yds.	Common Excavation	0.25	17,500.00
103,000	cu. yds.	Solid Rock Excavation	0.65	66,950.00
90,000	yd. sta.	Overhaul	0.01	900.00
8,000	yd. mi.	Truck Haul	0.15	1,200.00
1.15	miles	Finishing Roadbed and Slopes	500.00	575.00
5,000	lin. ft.	Rounding Cutbanks	0.20	1,000.00
600	lin. ft.	18" Corr. Iron Pipe, Protected Invert	2.00	1,200.00
450	lin. ft.	18" Extra Strength Corr. Iron Pipe, Protected Invert	2.25	1,012.50
550	lin. ft.	24" Extra Strength Corr. Iron Pipe, Protected Invert	3.75	2,062.50
60	lin. ft.	36" Corr. Iron Pipe, Protected Invert	6.00	360.00
140	cu. yds.	Class "D" Concrete	30.00	4,200.00
22,000	lbs.	Metal Reinforcement	0.06	1,320.00
4,500	cu. yds.	Selected Roadbed Topping	0.35	1,575.00
7,000	yd. mi.	Hauling Roadbed Topping	0.15	1,050.00
800	cu. yds.	Removal of Overburden	0.50	400.00

Subtotal $ 108,005.00
10% Engr. & Cont. 10,800.50

Total $ 118,805.50

Length 1.153 miles
Cost per mile $ 103,040.32

Estimated Labor Required 83,000 man-hours
Estimated Cost of Labor $ 50,000.00
Estimated Cost of Materials $ 4,000.00

WPH Funds Requested- $ 118,805.50

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

# 1419

169c

January 4, 1934

Mr. Frank McColloch
Attorney at Law
Baker, Oregon

Dear Sir:

I wish to thank you for your letter of January 3rd, advising that complete settlement and adjustment has been made of the Esther Lawton claim against contractor R. H. Jones, being for gravel taken from the gravel pit of Mrs. Lawton, and used in connection with Mr. Jones' contract withthe State Highway Commission for the construction of three bridges over Burnt River on theOld Oregon Trail in Baker County.

I am correcting the records of the State Highway Commission in conformance therewith.

Very truly yours,

HBG:OG

Secretary.

FRANK McCOLLOCH
ATTORNEY AT LAW
BAKER, OREGON

HOWARD BERGMAN

January 3, 1935

Mr. H. B. Glaisyer, Sec'y
Oregon State Highway Commission
Salem, Oregon

IN RE: Esther Lawton v.
R. H. Jones.

Dear Sir:

This will serve to advise you that we have had complete settlement and adjustment with Mr. R. H. Jones, the contractor, concerning the taking of gravel from the pit belonging to my client, Esther Lawton.

This will, therefore, authorize you to release any money belonging to Mr. Jones, which you may be holding on this account.

I have previously notified the Portland agent of Great American Indemnity Company, Mr. Jones' surety.

Yours very truly,

Frank C McColloch

FCM:S

January 4, 1935

Great American Indemnity Company
Harvey Wells Insurance Agency
412 Failing Building
Portland, Oregon

Attention: Mr. John H. Barnet
Manager, Surety Department

Gentlemen:

Responding to your letter of January 2nd, I am enclosing a copy of a letter I have just received from Frank McColloch, Attorney at Law, Baker, Oregon, advising that complete settlement and adjustment has been made of the Esther Lawton claim against R. H. Jones for gravel taken from Mrs. Lawton's gravel pit.

The State Highway Commission has no knowledge of any other outstanding claims against this contract except your claim for premium on the bond amounting to approximately $7.50 which I imagine Mr. Jones has paid. There is nothing pending against this job at the present time that would in any way effect payment of the final estimate.

According to Chapter 280, Laws of Oregon for 1931, creditors having claims against public contracts, must file notice of such claims to the proper officer prior to the expiration of six months from the date of completion of the contract. According to the records of the State Highway Commission the above mentioned contract of Mr. Jones was completed on June 3rd, 1933, and was accepted by the Highway Commission on June 16, 1933. According to the above statute, the six months period expired on December 16, 1933.

Very truly yours,

HBG:OG

Secretary.

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7305

PORTLAND, OREGON

January 2nd, 1935

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Ore.

Dear Mr. Glaisyer:

I am enclosing carbon copy of letter I have today written Frank McColloch, Attorney at Baker, Oregon, who advised me today that Esther Lawton had settled her differences with R. H. Jones.

If he has sent a release to you of the claim, we would appreciate your advising us that he has done so and since this is the last item to be settled against this job, I think it cleans up all the liens that were filed. If I am right, I would appreciate your advising me to the effect that all the liens have been satisfied, that there is nothing pending against the job at the present time and the date for filing liens has passed.

Yours very truly,

Manager, Surety Department.

JHB/B
encl.

January 2nd, 1935.

Mr. Frank McColloch,
Baker, Ore.

Dear Mr. McColloch:

Re- Esther Lawton Claim

Thank you for your letter of December 31st advising that the Esther Lawton gravel pit matter with Mr. K. H. Jones has been satisfactorily settled.

I would appreciate it very much, if you have not already, if you would write to Mr. Glaisyer, Secretary of the Oregon State Highway Commission, releasing your lien and claim made against the bond on this particular job.

Yours very truly,

Manager, Surety Department.

JHB/B

COPY

#1419

December 28, 1934

1690

Mrs. Harry E. Langley
Lime
Oregon

Dear Mrs. Langley:

I have just received from you your receipt, in duplicate, acknowledging settlement in full of your account against R. H. Jones, being for damage to your trailer used by Mr. Jones in connection with his state highway contract with the State Highway Commission for the construction of three bridges over Burnt River on the Old Oregon Trail. One copy of this receipt I am forwarding to the Great American Indemnity Company, care of Harvey Wells Insurance Agency, Portland; the other I am retaining for the records and files of the state highway department.

In accordance with our previous understanding I am enclosing in this letter Mr. Jones' check in the sum of $10.00 on the First National Bank of Baker, Oregon.

Very truly yours,

Secretary

cc R. H. Jones
Baker, Oregon

cc Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Attention of Mr. John H. Barnett

Lime, Oregon

December

I, Mrs. Harry E. Langley, hereby acknowledge the receipt of Ten and no/100 ($10.00) Dollars paid to me by R. H. Jones, said amount being in full satisfaction and as a compromise thereof of my claim against him for damage done to a trailer owned by me.

I further hereby release the Oregon State Highway Commission and the Great American Indemnity Company of any and all claims, damages, liens, or anything else of any nature in connection with Mr. R. H. Jones' operations for the construction of bridges over Burnt River on the Old Oregon Trail.

The contract under which I filed a lien against R. H. Jones with the Oregon State Highway Commission was known as Contract No. 1419, construction of bridges over Burnt River, Old Oregon Trail, Baker County, Oregon.

Dated at Lime, Oregon this 27 day of Dec. 1934.

Mrs. Harry E. Langley

Witness

J H Ayers

167C

December 21, 1934

Mrs. Harry E. Langley
Lime, Oregon

Dear Mrs. Langley:

I showed your letter of December 17, being receipt of the $10.00 from R. M. Jones, to Mr. J. H. Barnet who represents the surety on the bond furnished by Mr. Jones in connection with his bridge project, and his opinion is that your receipt is not sufficient to release your claim. He stated that he would prepare a form of receipt and mail to you for signing and for delivery to me. If you will sign the receipt and send it to me, I will be pleased to forward the check that I am holding in this office.

I regret that it is taking so long to pay this small account, but apparently it can't be helped, at least in so far as I am concerned. I am acting as a go-between between yourself and Mr. Jones which is something that is very seldom done by anyone in the State Highway Department, so must be very sure that everything is absolutely correct and to the satisfaction of Mr. Jones and his surety so as to avoid any possible chance of error.

Very truly yours,

HBG:OG

Secretary

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7305

PORTLAND, OREGON

December 20th, 1934.

Mr. Herbert Glaisyer, Secretary
Oregon State Highway Commission
Salem, Ore.

Dear Mr. Glaisyer:

I am returning herewith the letter or receipt that you gave me this morning at the Highway Commission meeting, together with a copy of letter and copy of release that we have forwarded to Mrs. Langley requesting that she sign and forward to you. If she signs this and returns it, it will be satisfactory with us for you to release the check of Mr. Jones and at the same time forward us a letter to the effect that her lien has been withdrawn and satisfied.

Yours very truly,

Jared H. Barnett
Manager, Surety Department.

JHB/B
encl.

COPY

December 20th, 1934.

Mrs. Harry E. Langley,
Lime, Ore.

Dear Mrs. Langley:

I attended the Highway meeting this morning that was held in Portland and Mr. Glaisyer handed me the receipt that you made out for Mr. R. H. Jones which is not satisfactory and is not sufficient to release your lien that was filed against Mr. Jones on this particular job.

I am therefore, enclosing an original and two copies of a release which will be satisfactory and if you will sign the original and one copy and forward these to Mr. Glaisyer of the Highway Commission and send us the other copy, I am sure that the check in your favor will be immediately forthcoming.

Thanking you for your cooperation, I remain,

Yours very truly,

Manager, Surety Department.

JHB/B
encl.

Lime, O[illegible]on
Dec. 1[illegible], 1934.

Mr. Glaisyer, Secr.
Salem, Oregon

Dear Mr. Glaisyer:

Enclosed is a receipt for Mr. Jones.

Dec. 17, 1934

Received of Mr. R. H. Jones
Ten – $\frac{no}{100}$ ________ Dollars

On Trailer

$10.00 Mrs. Harry E. Langley

Mr. Glaisyer if this isn't like you want please write out a receipt and I will sign it.

Mrs. Harry. E. Langley.

1419

December 18, 1934

1696

Mr. S. H. Probert

Office.

Dear Sir:

At the last Commission meeting on December 5th and 6th, contractor R. H. Jones was present regarding payment of the final estimate in connection with his contract for the construction of bridges on the Old Oregon Trail in Baker County. The Commission authorized the release of the final payment providing the surety companywould consent thereto in writing. In this connection the surety company's written consent has been received, and Mr. Glaisyer [illegible] the final warrant to Mr. Jones December 8th, 1934.

Very truly yours,

RHB:OG

State Highway Engineer

169 c.

December 14, 1934

Mrs. Harry E. Langley
Lime, Oregon

Dear Mrs. Langley:

I wish to acknowledge receipt of your letter of the 12th advisingthat you have received a letter from Harvey Wells Insurance Agency requesting you to send me a letter acknowledging receipt in full of your claim against E. E. Jones.

My instructions from the Harvey Wells Insurance Agency were to forward to you Mr. Jones' check which I have in my possession as soon as I receive the above mentioned receipt. I have no alternative but to follow those instructions, and shall be very glad toforward Mr. Jones' check to you as soon as I receive from you the above mentioned receipt indicating that your claim against Mr. Jones has been satisfied. The receipt was not enclosed in your letter.

Very truly yours,

[redacted]

Secretary

cc Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

#1419

Lime, Oregon
Dec. 12, 1934.

Mr. Glaisyer
Salem, Oregon.

Dear Mr. Glaisyer

I received a letter from the Harvey Wells Insurance Agency Dec. 11 in regards to a trailer asking me to forward a letter of receipt to you; which I state on day of check received all claims against Mr. Jones will be released.

Yours very truly,
Mrs. Harry E. Langley
Lime, Oregon.

#1419

169C

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
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HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7305

PORTLAND, OREGON

December 7th, 1934.

Mr. H. B.Glaisyer,
Oregon State Highway Commission,
Salem, Ore.

Dear Mr. Glaisyer:

Re- Contract 1419 - R. H. Jones
Bridge Construction over Burnt River

I am enclosing herewith R. H. Jones' check for $10.00 which I hope you will forward to Mrs. Harry Langley at Lime, Oregon when you receive a receipt for her claim which will automatically dispose of the lien that is filed.

This is in accordance with our conversation and I am enclosing herewith a copy of letter that I have written to Mrs. Langley directing her to forward a receipt to you.

Yours very truly,

Jas. H. Barnett

Manager, Surety Department.

JHB/B
encl.

COPY

December 8th, 1934.

Mrs. Harry Langley,
Lime, Ore.

Dear Mrs. Langley:

Re- M. H. Jones -
Burnt River Bridge Contract

Mr. Jones was in our office today and is anxious to dispose of the claim you have filed with the State Highway Commission against the above mentioned contract. We therefore, had Mr. Jones issue a check in your favor for the amount of $10.00 which we have today forwarded to Mr. H. B. Glaisyer, Secretary of the Oregon State Highway Commission.

We have requested Mr. Glaisyer to hold this check until he receives a receipt from you and a statement to the effect that you discharge your claim against Mr. Jones for this item which I believe is claimed by you for damage to a trailer. The situation is that you are to forward a receipt in full stating that you also release your claim against Mr. Jones to Mr. Glaisyer and he will then immediately forward this check to you.

I am very glad that this matter is finally settled and hope that you will forward the receipt immediately so that this matter can be completely cleared up.

Yours very truly,

Manager, Surety Department.

JHB/B

December 10, 1934

Mr. John H. Barnet, Manager
Surety Department
Harvey Wells Insurance Agency
412 Failing Building
Portland, Oregon

Dear Mr. Barnet:

I wish to acknowledge receipt of your letter of December 7 just received, enclosing R. H. Jones' check in the sum of $10.00 payable to Mrs. Harry Langley to reimburse her for cost of repairs to a trailer which was used by Mr. Jones in connection with his contract for the construction of three bridges over Burnt River on the Old Oregon Trail. I am placing this check in safe deposit pending receipt of release from Mrs. Langley, and shall forward it to her in conformance with your instructions.

Very truly yours,

Secretary

HBG:AJ

#1419

169c

December 1, 1934

Mr. R. H. Jones
2515 Court St.
Baker, Oregon

Dear Sir:

Reference is made to your letter of November 29 regarding payment of final estimates in connection with your contracts with the State Highway Commission for the construction of a bridge over the East Fork of Hood River near Dee and for the construction of the Huntington bridges over Burnt River.

Inquiry of our Bridge Department concerning the final payment for the East Fork Hood River bridge reveals there is some discrepancy regarding your pay roll which must be adjusted before final payment can be made. I am informed that the Bridge Department has written you a number of times about this, but has never received a reply to their various communications. Final payment will be expedited if you will give that Department the information requested. I am referring your letter to the Bridge Department which will advise you further with regard thereto.

Concerning final payment under Contract No. 1419, construction of three bridges over Burnt River. We are holding final warrant in the sum of $720.27 pending notice from the surety company that it is satisfactory to release this money to you. The surety company wishes this money held until it is satisfied that all claims against this job have been paid. Those of which we have a record are as follows:

Ester Lawton, for gravel	$60.15
Mrs. Langley, damages to her trailer	10.00
Great American Indemnity Co., premium	7.97

You were in my office during the latter part of September and informed me at that time that you would pay Mrs. Langley's claim and would furnish me with a receipt. I have not yet received it. Concerning Mr. Lawton's claim, you stated that there was some misunderstanding as to the ownership of the pit from which the gravel was taken. Mr. Reeves of our Bridge Department advised you to submit your claim in writing with supporting evidence and the matter would be given due consideration; however, you have not done so to-date.

For the above reasons we must continue to withhold the final payment to you until these matters have been settled.

Very truly yours,

Secretary

HBG:AJ

cc Bridge Dept.

December 1, 1934

H. B. Glaisyer:

Re the attached letter from R. H. Jones:

W. Reeves says he would like to answer the first part of Mr. Jones letter if you dont mind. The reason he has not been paid is the fact that his payroll is not in accordance with the P. W. A and they have wrote to him and have tried to get him to straighted out certainitems which he has not done nor has he replied to their letters regarding the matter. Of course on all P. W. A. jobs the labor items have to be kept straight and that is understood when the contract is let. He also is noted for not being in the same place for a very long period of time. All of last season he had two addresses, Dee amd Baker, and no one knew just where to send his mail.

Regarding his contract No. 1419 - Three Bridges in Baker County: We are still holding final warrant in amount $720.27. As far as we know all claims have been paid except those of Ester Lawton for gravel and Harrey E. Langley for damages to trailer, amounts not stated. You will please note letters of the surety which are attached to the contract of Sept, 27th and Oct, 2nd requesting that the final payment be held. These letters of the surety and your reply will answer Mr. Jones I think.

J. McFarland.

R. H. JONES
General Contractor
2515 Court St.

Baker Ore. Nov. 29, 1934. 193

RECEIVED
NOV 30 1934

Oregon State Highway Commission,
Salem Oregon.

Gentlemen:

I received copy of claim that the Monolith Cement Company filed against the bond for the State Highway bridge contract for the bridge over the East Fork of Hood River near Dee Oregon. I am very sorry to learn of this as it is considerable trouble to you as well as embarassing to Me. It seems to Me that this is very unnecessary as I have between four and five thousand dollars coming from this job and I havent received an estimate from this contract since August. The specifications states that one shall receive monthly estimates if there is over five hundred dollars worth of work done. This bridge was completed on about the 28th. of Sept.and I havent heard a word from the bridge dept. whether the job has ever been accepted or whetherI am going to get any more payments or not, I wrote the Salem office , but never received any reply.
I dont think the State has lived up to their part of this contract,I should have received an estimate of about $3000.00 from this contract two months ago.
I would appeciate a reply as to why I dont get an estimate from this job.

In regard to the final estimate from the Huntington bridges over Burnt River . I have about $700.00 coming from this contract, payments were withheld owing to some unpaid bills, all bills in connections with this job have been paid for since sometime in Aug., and I insist on receiving this check at once.

Very Truly Yours

R. H. Jones

R.H.Jones.

#194

1690

September 26, 1934

Basche-Sage Hardware Co.
Baker
Oregon

Gentlemen:

We are in receipt of your letter of September 24 informing us that your claim against R. E. Jones in connection with his state highway contract for the construction of bridges over Burnt River on the Old Oregon Trail, Baker County, has been paid in full.

Our records are being changed accordingly.

Very truly yours,

Secretary

AJ

cc Great American Indemnity Co.

BASCHE-SAGE HARDWARE CO.
WHOLESALE AND RETAIL
HARDWARE, RANCH AND MINING SUPPLIES
DISTRIBUTORS OF
TRUCKS AND ACCESSORIES
HEAVY HARDWARE AND FARM IMPLEMENTS
BAKER, OREGON,
September 24, 1934.

Oregon State Highway Comm.,
Salem, Oregon.

Gentlemen:

Please be advised that Mr. R. H. Jones has paid all of his indebtedness to us.

We are advising you of this at the request of Mr. Jones.

Very truly yours,

GAF TH

BASCHE SAGE HARDWARE COMPANY
GA French
Credit Department.

71419

September 26, 1934

Consolidated Railway Equipment Co.
Foot of Knott Street
Portland, Oregon

Gentlemen:

We are in receipt of your letter of September 24 informing us that your claim against R. H. Jones in connection with his state highway contract for the construction of bridges over Burnt River on the Old Oregon Trail, Baker County, has been paid in full.

Our records are being changed accordingly. Thank you for this information.

Very truly yours,

Secretary

AJ

cc Great American Indemnity Co.
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

PHONE WALNUT 7633

CONSOLIDATED RAILWAY EQUIPMENT CO.

MANUFACTURERS AND DEALERS

RAILROAD FROGS, SWITCHES, CROSSINGS, INDUSTRIAL TRACK WORK, CARS, EQUIPMENT AND SUPPLIES

RAILS AND ACCESSORIES, BOLTS, RODS, FORGINGS, STRUCTURAL STEEL, HEAVY REPAIRS

OFFICE AND SHOP, FOOT OF KNOTT STREET
PORTLAND, OREGON

Sept, 24, 1934.

Oregon State Highway Comm.
Salem, Ore.
Att'n Mr. H.B. Glaisyer

Gentlemen:-

Please be advised that all materials purchased from us by R.H. Jones to be used on his Contract No. 1419, for Burnt River Bridges, have been paid for in full.

Yours very truly,

E. R. Schmitt

CONSOLIDATED RAILWAY EQUIP. CO.

ES/E

#1419

[illegible]

September 24, 1934

Mr. R. H. Jones
2515 Court Street
Baker, Oregon

Dear Sir:

Reference is made to your letter of September 22 regarding the final payment in connection with your contract No. 1419 for the construction of the Burnt River Bridges.

We note that you have paid the claims of the Basche-Sage Hardware Company and the Consolidated Railway Equipment Company. However, we have not yet received releases from these companies. Will you please see that these are delivered to us to complete our records. Further, final payment on this job is being held up at the request of the bonding company. We cannot pay you the final warrant until the bonding company has withdrawn its objections to this payment.

I shall be glad to expedite payment as much as possible as soon as the above matters have been taken care of satisfactorily.

Very truly yours

Secretary

HBG:jn

#1419

2515 Co[illegible] st
Baker Oregon

Dee Ore.
Sept. 22, 1934

Mr. H.B. Glaisyer
Salem Ore.

Dear Sir:

In regard to contract No. 1419 for the construction of the Burnt River Bridges, there were some unpaid claims. The Basche Sage Hdw. Co. and Consolidated Railway Equipment Co. accts. have been paid.
The Ester Lawton and Harry Langley claims are not against me or the Burnt River bridges. Will you please see if you can't get this check for me.

Very truly yours,
R H Jones

---

ur letter of Sept
auditor of this
e you may expect
ance with Section
[illegible]

he Great American
ond, requesting
ll released by
yet been received,
ng this payment.

letter of August
ready informed
which we have never
ll gather that it
l payment depends
the surety company
inal account on this
paid. I can assure
d to pay you the
as you have com-

Very truly yours,

Secretary

HBG:AJ

September 10, 1934

Mr. R. H. Jones
2515 Court Street
Baker, Oregon

Dear Sir:

Reference is made to your letter of September 8 addressed to Carl F. Smith, auditor of this department, in which you inquire when you may expect to receive final payment in connection with Contract No. 1419 for the construction of the Burnt River bridges.

We have a letter from the Great American Indemnity Company, surety on your bond, requesting that we withhold final payment until released by that company; such release has not yet been received, therefore we must continue to hold up this payment.

I also refer you to my letter of August 7 regarding this matter. For your ready information I enclose a copy of that letter to which we have never had a reply. From the above you will gather that in our estimation the release for final payment depends entirely upon you. I am sure that the surety company will authorize the release of the final amount as soon as the outstanding bills have been paid. I can assure you that this Department will be glad to pay you the amount that you have coming as soon as you have complied with the requirements.

Very truly yours,

Secretary

HBG:AJ

Baker Ore.
Sept. 5-1934

Carl F. Smith
Salem Ore.

Dear Sir:

Sometime ago I signed final voucher in the amt. of $720.27 on Contract #1419 will you please advise me when I may expect it as I am needing it very much.

Yours very Truly
R. W. Jones

1693

Garnet
urety Department

of August 8 regarding
nnection with his
ree bridges over
Baker County. It
to withhold the
We shall endeavor

ly yours
IGHWAY COMMISSION

Secretary

#1419

119C

August 9, 1934

Great American Indemnity Company
℅ Harvey Wells Insurance Agency
412 Failing Building
Portland, Oregon

Gentlemen:

Attention Mr. J. H. Barnet
Manager, Surety Department

Reference is made to your letter of August 8 regarding final payment to R. H. Jones in connection with his contract for the construction of the three bridges over Burnt River on the Old Oregon Trail in Baker County. It is noted that you wish us to continue to withhold the final payment until released by you. We shall endeavor to comply with your request.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn
c.c. Auditor

OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7305

PORTLAND, OREGON

August 8, 1934.

Mr. H. B.Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir: Re: R. H. Jones, Contract 1419.

I received your letter this morning inclosing a copy of a letter from Mr. Jones which stated that he would take care of the amount due the Basche Sage Hardware Company and also the Consolidated Railway Equipment Company.

Asfar as the Ester Lawton claim and the claim of Harry Smitton are concerned, we do not know anything about the particulars in these cases, and we are therefore unwilling to approve of Mr. Jones being paid the final amount due him until we are satisfied that all just liens have been paid and you are ready to give us termination evidence on our bond. Put it this way, when you are ready to give us termination evidence and release us of our liability on the Burnt River job, we will then be ready to approve of Jones receiving the money due him.

I am writing today to the Basche Sage Hardware Company and the Consolidated Railway Equipment Company asking them to notify me when their claims have been paid, and when I receive this information I will immediately notify you.

Very truly yours,
John H Barnett
Manager, Surety Department

JHB.C

#1419

169C

August 7, 1934

Mr. R. H. Jones
Dee, Oregon

Dear Sir:

Reference is made to your letter of July 28 regarding claims against your Burnt River bridges job near Huntington, Baker County. It is noted that you intend to pay at once the claims of Consolidated Railroad Equipment Company and Basche-Sage Hardware Company but you dispute certain other claims. Please furnish us with receipts of the payment of the two claims above mentioned. Also please advise us with regard to the following claims which have been filed in this office:

Ester Lawton, for gravel, amount not stated
Harry E. Langley, damage to trailer, amount not stated.

Upon receipt of this information consideration will be given to the payment of your final estimate for this work.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jm

August 7, 1934

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

I inclose for your information a copy of letter we have received from Mr. R. H. Jones, Dee, Oregon, with reference to claims outstanding against contract No. 1419 with the State Highway Commission for the construction of three bridges over Burnt River on the Old Oregon Trail in Baker County.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

RECEIVED
1 1934
COMMISSION

Dale Ore.
July 28, 1934

Ore State Highway Com.
Salem Ore.

Gentlemen:

Received your letter of July 26 in regard to the Burnt River Bridges near Huntington Baker County. will say there are a small amount due Consolidated R.R. Equip; and Baske Sage Hdw. Co. for which I will pay at once., but the Ester Lawton, and Mrs. Harry Langley claims are not chargeable to me.

The Ester Lawton claim I presume is for gravel that was taken

---

James T. Donald

ference to your let-
r Baske Sage Hard-
sh to say that we
s stating that it
t once.

ly,
COMMISSION

Secretary

from a pit that is on Her property. Mr. Larry Smitton the State engineer in charge of those bridges advised me that this gravel pit belonged to the State of Ore. and that there would be no charge for material. The Mrs. Harry Langley claim is for a trailer that was borrowed by another party and was a year after the Huntington bridges were completed or the following winter, and I have nothing to do with that claim. There have been several claims filed against me on that job that the party that filed had no claim, it seems to me

---

16

James E. [illegible]

ference to your let-

r Bessie Sage Hard-

sh to say that we

s stating that it

t once.

ly,
COMMISSION

Secretary

that one should have some protection against those things.

I might state also that the Ore. Lumber of Dee filed a ~~at~~ Claim against me on the bridge I have here at Dee over the East fork of Hood River two weeks before their first invoice was due, and at present I have them paid in full and they are owing me about $80.00 credit for Lumber returned.

If there is anything more regarding Huntington bridge I will be glad to straighten it out as I would like to get the final.

Very truly yours
R. H. Jones

r. James T. Donald

reference to your let-
s of Baeske Sage Hard-
, wish to say that we
Jones stating that it
ain at once.

truly,
HWAY COMMISSION

Secretary

169

August 6, 1934

Hallock, Donald & Banta
Suite 201, Sommer Building
Baker, Oregon

Attention: Mr. James T. Donald

Gentlemen:

With further reference to your letter of July 30 regarding the claim of Basche Sage Hardware Company against K. H. Jones, wish to say that we have received a letter from Mr. Jones stating that it is his intention to pay this claim at once.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

#1419

July 31, 1934

Hallock, Donald & Banta
Suite 201 Sommer Building
Baker, Oregon

Attention: James T. Donald

Gentlemen:

Replying to your letter of July 30 concerning the R. H. Jones contract for the construction of the Burnt River Bridges, wish to say that I wrote to Mr. Jones regarding the payment of the final estimate for this work but have not yet received a reply. I will make a memo of your request for future reference.

Yours very truly,

HBG:MC

Secretary

Jim
please note
and call to my attention
835

BLAINE HALLOCK
JAMES T DONALD
HAROLD BANTA

LAW OFFICES
HALLOCK, DONALD & BANTA
SUITE 201 SOMMER BLDG.
BAKER, OREGON

JAMES H. NICHOLS
1905-1929

July 30th, 1934.

Mr. H. B. Glayser,

Secretary State Highway Commission,

Salem, Oregon.

Dear Sir:

Re: R. H. Jones - Burnt River
Bridges - Old Oregon Trail
Contract No. 1419.

We have just received a letter from Mr. John H. Barnett, manager of the surety department of Great American Indemnity Company advising us that he has received a letter from you advising that you are writing Mr. Jones, notifying him that you are withholding payment on the final estimate on the above job until you are furnished with receipt showing that the claim of Basche Sage Hardware Company against R. H. Jones on account of this job, together with other claims, are paid. Please let us know what you have heard from Mr. Jones with reference to this item, as we represent the Basche Sage Hardware Company and do not wish to put Mr. Jones to the expense of suit if it can be avoided.

Yours very truly,

HALLOCK, DONALD & BANTA,

By James T Donald

#1419

169 C

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
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241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7305

PORTLAND, OREGON

July 27th, 1934.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Ore.

Dear Mr. Glaisyer:

Re- R. H. Jones - Contract #1419

Referring to your letter of July 26th, we appreciate the fact that you will withhold final payment to Mr. Jones on the Burnt River Bridges of the Old Oregon Trail until he settles the liens against him that have been filed.

For your own information I received a letter today from the Basche Sage Hardware Co. at Baker that Mr. Jones owes them $125.60. I received another letter from the Consolidated Railway Equipment Co. to the effect that he owes them $37.70. Frank McColloch, an attorney at Baker, Oregon, advised me not so long ago that he did not have the exact information as to how much Jones owed Mr. Lawton for gravel furnished, but he would endeavor to get that for me in the near future and I should hear from him most any day.

Concerning the damage done to Mrs. Langley's trailer, I do not know anything about this and I doubt, of course, if we would be particularly concerned under the construction bond.

I appreciate the fact you are writing Mr. Jones that you are withholding his final estimate until he furnishes you with receipts and as soon as I can ascertain the amount of Mr. Lawton's claim, I will advise you of that. We naturally are anxious to get this matter cleaned up and our liability under this bond terminated and see that these people are paid.

Yours very truly,

John H Barnet.

Manager, Surety Department.

JHB/B

#1419

169C

July 26, 1934

Mr. John H. Barnett, Manager
Surety Dept., Great American Indemnity Company
412 Failing Building
Portland, Oregon

Gentlemen:

We acknowledge receipt of your letter of June 24 regarding the R. H. Jones contract No. 1419 for the construction of three bridges over Burnt River on the Old Oregon Trail in Baker County and note that you wish final payment withheld until Mr. Jones pays outstanding claims against this job. We shall endeavor to comply with your request.

Our records show the following unpaid claims:

9/25/33	Consolidated Railway Equip. Co.	Amount not stated
1-5-34	Basche-Sage Hardware Co., supplies	" " "
1-25-34	Ester Lawton, gravel furnished	" " "
5-19-34	Mrs. Harry E. Langley, damage to trailer	" "

I am today writing Mr. Jones to the effect that we shall withhold payment of the final estimate until he has furnished us with receipts showing that these claims have been satisfied.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

July 26, 1934

Mr. R. H. Jones
Dee, Oregon

Dear Sir:

We are now ready to make final settlement with you in connection with your contract with the State Highway Commission for the construction of three bridges over Burnt River on the Old Oregon Trail in Baker County. The final payment will be in amount $720. We have been requested by the Great American Indemnity Company, surety on your bond, to withhold this payment until you have paid the claims outstanding against this work. Claims on file in this office are as follows:

9/25/34	Consolidated Railway Equip. Co.	Amount not stated
1-5-34	Basche-Sage Hardware Co., supplies	"
1-25-34	Ester Lawton, gravel furnished	"
5-19-34	Mrs. Harry E. Langley, damage to trailer	"

We are not advised as to the amount of these claims but are informed that the final payment due you is more than enough to pay them. Please advise us of your intentions regarding this matter.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

July 26, 1934

Claims on file against R. H. Jones - Cont. #1419 - Three Bridges over Burnt River in Baker County -

9- 25-33 Consolidated Railway Equipment Company - amount not stated -

1- 5- 34 Basche-Sage Hasdware Co. - for supplies - amount not stated -

1- 25-34 Ester Lawton - for gravel furnished.- amount not stated -

5- 19-34 Mrs Harry E. Langley - for damage to trailer - amount not stated -

Carl Smith has been advised of hold warrant covering final payment.

Jones can be reached at Dee, Oregon, at the present time.

ILLIPS
N OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7308

PORTLAND, OREGON

July 24, 1934

Mr. H. B. Glaisyer, Sec'y
Oregon State Highway Commission
Salem, Oregon.

Dear Mr. Glaisyer:

RE: R. H. JONES,
Contract No. 1419

Referring to your letter of the 23rd wherein you state that the amount of the final payment to R. H. Jones will be $720.00, and the total amount paid the contractor, including the final payment is $15,380.41.

It is our understanding that three or four liens have been filed against this contractor, and as a matter of fact one of the concerns which had filed a lien was in our office a few days ago asking if there was not something that could be done to get their account straightened out.

We have repeatedly written Mr. Jones and endeavored to get pending matters closed, but so far Mr. Jones has refused to pay the bills and further does not even answer our letters. However, it is possible that Mr. Jones has taken care of the accounts or has made arrangements to do so and the liens have been withdrawn. But if this is not the case, we would appreciate your cooperation in seeing that this contractor does not receive the final payment due him until such time as all pending matters have been cleared.

We do not want a claim made against the State nor against us. Investigation shows that the final payment due Jones is more than sufficient to take care of all claims pending.

Please, therefore, consider this our objection to his receiving final payment. Would you kindly advise us if there are any liens against the job, and if so, the amounts and the name of the companies who filed the liens.

Very truly yours,

Manager, Surety Department

JHB/s

#1494

1490

July 16, 1934

U. S. Fidelity & Guaranty Co.
Porter Building
Portland, Oregon

Gentlemen:

We are enclosing copy of notice of claim filed with the Secretary of State by Baker Iron Works for $55.00 against Theodore Arens in connection with his contracts with the State Highway Commission - Contract [illegible] 1484, grading Dixie-Lime Section of Old Oregon Trail in Baker County, and Contract No. 1494, construction of bridge over Burnt River near Lime in Baker County.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours,

Secretary

AJ

cc Theo. Arens
10800 N. E. Sand Blvd.
Portland, Oregon

July 16, 1934

U. S. Fidelity & Guaranty Co.
Porter Building
Portland, Oregon

Gentlemen:

We are enclosing copy of notice of claim filed with the Secretary of State by Weiser Iron Works for $55.00 against Theodore Arens in connection with his contracts with the State Highway Commission - Contract No. 1464, grading Dixie-Lime Section of Old Oregon Trail in Baker County, and Contract No. 1484, construction of bridge over Burnt River near Lime in Baker County.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours,

Secretary

AJ

cc Theo. Arens
10500 N. E. Sand Blvd.
Portland, Oregon

July 18, 1934

Hon. P. J. Stadelman
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of July 12 enclosing copies of notice of claim filed by Weiser Iron Works for $55.00 against Theodore Arenz in connection with his contracts with the State Highway Commission, being Contracts Nos. 1484 and 1494.

We are today forwarding copies of the notice to the contractor and the surety on his bond for their information.

Very truly yours,

Secretary

AJ

GEO. H. FLAGG,
CHIEF DEPUTY

P. J. STADELMAN
SECRETARY OF STATE
SALEM, OREGON

July 12, 1934

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by Weiser Iron Works for $55.00 against the bond taken from Theodore Arenz, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Dixie-Lime Section of the Old Oregon Trail Highway in Baker County, contracts Nos. 1484 & 1494, which was forwarded to this office by Robt. D. Lytle, Vale, Oregon.

Please acknowledge receipt of the copies.

Yours very truly,

P. J. Stadelman

Secretary of State

M
encs. 3

COPY

To the State of Oregon, and to
P. J. Stadelman, Secretary of State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned Weiser Iron Works has a claim for labor, services, repairs, parts and supplies furnished to Theodore Arens and his sub-contractor R. H. Jones and used by them in work on the Dixie-Lime section of the Old Oregon Trail Highway in Baker County under contracts No.1484 and No. 1494, in the sum of $55.00, against the bonds taken from Theodore Arens and the United States Fidelity and Guaranty Company for grading work and bridge construction work on the Dixie-Lime section of the Old Oregon Trail Highway in Baker County under contracts No. 1484 and No. 1494 with the State of Oregon, according to the statement hereto attached and made a part of this notice.

Weiser Iron Works,

By M. C. Philliber

April 1, 1934

Theodore Arens, Contractor, and
R. H. Jones, sub-contractor,
In account with
Weiser Iron Works.

Sep. 22, 1933	Shaker screen	75.00	
	By cash		35.00
	Pulleys, shafting, bearings	37.50	
	Repair Heriza truck	4.30	
Oct. 14 "	Pulleys	12.25	
	Crusher	300.00	
" 17 "	Welding on Heriza truck	1.00	
" 20 "	1 pulley	5.75	
Nov. 4 "	By check from Arens		150.00
" 17 "	1 pulley	11.75	
Dec. 4 "	Repair Diesel engine clutch	4.50	
	Hard surface crusher jaws	12.00	
" 6 "	Thread 15 1-Inch bolts	5.00	
	30 1" Hex nuts	2.10	
	3 fan belt drive pulley A Ford	2.65	
" 7 "	Rivit Bridge # 1788	50.00	
" 14 "	Thread 59 1" bolts	11.80	
	Bend #2bolts	3.20	
" 15 "	One crusher jaw	10.50	
" 17 "	Rent on Eng no for 1 month	100.00	
" 20 "	Rivit Bridge No. 1786	30.00	
	120 1" Hex nuts	8.40	
" 26 "	Rivit Bridge # 1785	15.00	
" 30 "	One crusher jaw	10.50	
Jan. 8, 1934	By check from Arens		322.75
" 15 "	Rivit bridge # 1787	30.00	
" 20 "	Cut washers	1.00	
Feb. 7, "	By check from Arens		294.55
Mar. 7 "	Rig up compressor	10.00	
" 9 ",	Rivit bridge # 1784	30.00	
" 14 "	Move compressor	15.00	
		857.30	802.30
BALANCE DUE		55.00	

Endorsed: File # 2446
Filed July 12, 1934
P. J. Stadelman
Secretary of State

July 5, 1934

Mr. Robert D. Lytle
Attorney and Counselor at Law
Vale, Oregon

Dear Sir:

Reply is made to your letter of June 28 requesting the name of the surety on the bond furnished by R. H. Jones or Theodore Arens in connection with state highway work in the vicinity of Lime on the Old Oregon Trail.

On October 12, 1932 the Commission awarded a contract to R. H. Jones for the construction of 3 bridges over Burnt River on the Old Oregon Trail in Baker County. The bond furnished in connection with this contract was written by the Great American Indemnity Company of New York, for whom Harvey Wells Insurance Agency are the local agents with offices in the Failing Building, Portland. This was State Highway Contract No. 1419.

On October 24, 1933, the Commission awarded contract No. 1484 to Theodore Arens for 4.39 miles of grading on the Dixie-Lime Section of the Old Oregon Trail. The bond furnished in connection with this contract was written by the United States Fidelity and Guaranty Company for whom C. O. Price was the resident agent with offices in the Porter Building, Portland. Since the awarding of that contract Mr. Price's position has been taken over by Mr. G. B. Eckles also in the Porter Building.

On October 25, 1933, the Commission awarded to Theodore Arens contract No. 1494 covering the construction of five bridges and one culvert over Burnt River on the Dixie-Lime Section of the Old Oregon Trail. The bond furnished in connection with this job was written by the United States Fidelity and Guaranty Company also through their Portland Agency.

We have no record indicating that Mr. Jones had any connection with either of the Arens contracts listed above.

Yours very truly,
STATE HIGHWAY COMMISSION

HBG:MC

Secretary

ROBT. D. LYTLE
ATTORNEY AND COUNSELOR AT LAW
VALE, OREGON

9c

June 28, 1934

State Highway Commission
Salem, Oregon

Gentlemen:

Will you kindly give me the name of the surety on the bond of R. H. Jones of Lime, Oregon, or Theodore Arenz of Portland, Oregon, whichever had the contract for work on the Oregon Trail Highway near Lime recently. I presume Arenz was the original contractor and Jones a sub-contractor but am not sure and would appreciate what information you could give me.

I wish this information in order to file a claim for a client.

Yours very truly,

Robt. D. Lytle

FC

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

11-9c

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

June 19, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. M. G. Smith

Dear Sir:

I am enclosing four copies of the agreement executed by Clifton & Applegate effecting final settlement for the grading of the Lime-Huntington Project, contract #1395.

Submitted with the executed agreements is supporting data for extra work orders 7 to 11 inclusive in payment of claims 18, 25, 27, 28 and 30.

Very truly yours,

W C Williams

Division Engineer.

WCW:OG
Encls.

cc M. H. Baldock.

FORM S.E-1 15660 [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

119C

June 2, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

We are attaching four copies of an agreement drawn up to cover the settlement of Clifton and Applegate claims for additional payment for work performed on the Lime-Huntington Section.

Please have these executed by the contractors, returning all four copies to Salem for completion. An executed copy will then be sent the contractors for his records. If no further conference is to be held with the contractors, the agreement may be mailed to them.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock ✓

NOTED
State Highway Engineer

FORM 5-M-1 13031 900 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

169-C

May 28, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I am returning the copy of the release agreement which you had prepared for execution by the contractor and the Highway Department relative to Clifton & Applegate claim on their Lime-Huntington contract #1395. 3

I have checked this form and made a few minor changes. In the first instance the claims which have been allowed by mutual agreement have been changed to carry the original claim number as submitted by the contractor, and claim #17 has been reduced to the amount of $1534.86.

Very truly yours,

W C Williams

Division Engineer.

WCW:OG
Encl.

cc R. H. Baldock.

NOTED
State Highway Engineer

FORM S-A-1 12749 10M 2-34

Commissioners
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1412

May 25, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr, W. C. Williams,
Division Engineer,
La Grande, Ore.

NOTED
State Highway Engineer

Dear Sir:

I have approved extra work orders 7-8-9-10 and 11 for the Lime-Huntington Section, Contract #1396. These seem to involve items which probably would clarify the records by being paid as extra work, but Order #6, involving allowance for rights of way will be handled as a claim.

Owing to the fact that you have assigned new claim numbers to these, it is impossible for us to determine to which of the original contractor's claim they refer. In handling the contractors claim the original claim of the contractor must be mentioned with the summary of the disposition of each item, therefore it is extremely important that the original number assigned by the contractor to each claim should be carried throughout the entire correspondence, as otherwise the bill can never be audited.

I am also sending you copy of the release agreement to be signed by the contractor and the Highway department. Will you kindly check this over to see if any mistakes have occurred in it and return it immediately as it has not as yet been submitted to the legal department.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY DEPARTMENT.

By

HGS/H

CC to
R.H. Baldock

H. G. Smith,
Construction Engineer.

FORM S-A-1 13743 15M 5-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

1196

May 25, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr, W. C. Williams,
Division Engineer,
La Grande, Ore.

NOTED
State Highway Engineer

Dear Sir:

I have approved extra work orders 7-8-9-10 and 11 for the Lime-Huntington Section, Contract #1398. These seem to involve items which probably would clarify the records by being paid as extra work, but Order #8, involving allowance for rights of way will be handled as a claim.

Owing to the fact that you have assigned new claim numbers to these, it is impossible for us to determine to which of the original contractor's claim they refer. In handling the contractors claim the original claim of the contractor must be mentioned with the summary of the disposition of each item, therefore it is extremely important that the original number assigned by the contractor to each claim should be carried throughout the entire correspondence, as otherwise the bill can never be audited.

I am also sending you copy of the release agreement to be signed by the contractor and the Highway department. Will you indly check this over to see if any mistakes have occurred in it and return it immediately as it has not as yet been submitted to the legal department.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY DEPARTMENT.

By

HGS/H

CC to
R.H. Baldock

H. G. Smith,
Construction Engineer.

#1419
169-C

May 21, 1934

Great American Indemnity Co.
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are enclosing copy of a letter received from Mrs. Harry E. Langley of Lime, Oregon, relative to her claim against R. H. Jones for damage done to her trailer while it was being used to haul bridge timber.

We presume the contract involved is No. 1419 which was awarded to Mr. Jones for the construction of three bridges over Burnt River on the Old Oregon Trail in Baker County.

This copy is sent to you as you appear as surety on the bond furnished in connection with this contract.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HHB:MC

cc - R. H. Jones
2515 Court St.
Baker, Oregon

May 21, 1934

Mrs. Harry E. Langley
Lime, Oregon

Dear Madam:

This acknowledges receipt of your letter of May 17 advising us of your claim against R. H. Jones.

I presume the contract involved in connection with your claim is State Highway Contract No. 1419 which was awarded to R. H. Jones for the construction of three bridges over Burnt River on the Old Oregon Trail in Baker County. I am taking this matter up with Mr. Jones and the surety on his bond and would suggest that you file notice of your claim with the Secretary of State in conformance with Chapter 280, Oregon Laws of 1931, a copy of which is enclosed for your information. Would also suggest that you present your claim to the bonding company who furnished the bond for Mr. Jones in connection with this contract. Said bond was written by the Great American Indemnity Company for whom the Harvey Wells Insurance Agency is the local representatives with offices in the Failing Building, Portland.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

Lime, Oregon
May 17, 1934

State Highway Department
Salem, Oregon

Dear Sirs:

In regards to my trailer, borrowed by Mr. Jones's men, They wanted to borrow my trailer to haul bridge timber. They wrecked the trailer, and practically a new tire & inter-tube. We have asked them several time to replace the tire & intertube with as good a one as they wrecked & now they have lifted and did nothing about it; so I was wondering if you could do something about it.

I would like either the tire & intertube also the rim, or $10 and the rim.

Thanking you kindly
Mrs. Harry E. Langley
Lime, Oregon.

[illegible]
COMMISSIONERS
[illegible], CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

1670

May 24, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

As per the agreement reached at the conference between you, Mr. Baldock, Mr. Devers, H. J. Miller, myself, and Clifton & Applegate relative to their claim for additional compensation on the Lime-Huntington grading project, I am submitting herewith the basis of settlement as agreed upon. Of the total of 33 claims submitted, claims 3B, 6A, 6B, 8, 9, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 26, 29, 31, 32 and 33 were not allowed. Claims allowed or partially allowed were as follows:

Claim #1 allowed in the amount of $50.00 plus $5.00 overhead for a total of $55.00. This covers time the shovel outfit was idle at Huntington waiting right of way settlement.

Claim #2 for loss resulting from being forced into a long haul with an insufficient number of trucks, due to right of way delays was allowed in the amount of $141.66 plus $14.17 overhead for a total of $155.83.

Claim #3A for the same basis as claim #2 allowed in the amount of $95.82 plus $9.58 overhead or a total of $105.40.

Claim #4 covering adverse move of shovel outfit due to right of way not being available, allowed in the amount of $70.70 plus $7.07 overhead for a total of $77.77.

Claim #5 covering loss of time holding shovel outfit idle while awaiting stakes, allowed in the amount of $64.02 plus $6.40 overhead for a total of $70.42.

Claim #7 covering adverse move of the shovel outfit due to right of way delays, allowed in the amount of $34.27 plus $3.43 overhead for a total of $37.70.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Claim #13 for loss of efficiency in excavating the cut at station 2263 due to the necessity of hauling one way only on account of a haystack on the right of way, was allowed in the amount of $215.52 plus $21.55 overhead for a total of $237.07.

Claim #17 was allowed in the amount of $1,554.86. This claim covers added expense of excavating a cut at station 2035 during severe weather conditions. When the contractor started working on this cut he was forced to cease operations due to the right of way not being settled. When he returned to the cut the ground had frozen to such an extent that it was necessary to drill and shoot the entire cut. This resulted in an operation similar to that which would have been encountered if the material in the cut had consisted entirely of rock. The claim was therefore allowed on the basis of solid rock excavation which resulted in an increased price of 10¢ per cubic yard for the 8,080.1 cubic yards of common excavation shown in the estimate.

Claim #18 covers the cost of constructing 845.2 cubic yards of rip rap on the opposite bank of the Burnt River channel at station 2217 to 2225. It was the contractor's contention that the placing of this rip rap was not covered in the general or special provisions and that it was also necessary to place this rip rap under extremely unfavorable weather conditions. The claim is therefore allowed in the amount of $1,683.35 plus $168.34 overhead for a total of $1,851.69.

Claim #25 covering curtailed operations in a gravel pit at station 2106 due to delay in moving a telephone pole, was allowed in the amount of $207.83 plus $20.78 overhead for a total of $228.61.

Claim #27 covering extra work in reconstructing the grade to fit an existing railroad spur track at station 2006, was allowed in the amount of $160.31 plus $16.03 overhead for a total of $176.34.

SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith -3- 5/24/34.

Claim #28 covering the removal of unsuitable gravel topping and replacement with suitable material between stations 2242 and 2247, was allowed in the amount of $24.45 plus $2.45 overhead for a total of $26.90.

Claim #30 covering the lowering of the grade to fit bridge elevations at station 2242 and 2283, was allowed in the amount of $53.16 plus $5.32 overhead for a total of $58.48.

The above claims total $4,413.86 which was the amount agreed upon for submission to the State Highway Commission for their consideration. It was understood that these claims would be presented to the Commission for their consideration and if approved by the Commission, Clifton & Applegate would execute the agreement waiving all claims to the claims which were disallowed or decreased,and would accept the final estimate.

Very truly yours,

W C Williams

Division Engineer.

WCW:OG

cc R. H. Baldock

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

169-C

May 24, 1924.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. E. C. Smith

Dear Sir:

I am enclosing herewith semi-final estimate, remeasurement notes and computation sheets on the Lime-Huntington Grading Project, contract #1393.

The semi-final estimate has been corrected to include the reclassification of cuts at stations 2087 to 2089+52, 2188 to 2191, and 2287+50 to 2290+10.

Additional project authorization will not be required to cover the increased classification or the claims to be allowed Clifton & Applegate.

Very truly yours,

Division Engineer.

WCW:OG
Encl

cc R. H. Baldock.

NOTED
State Highway Engineer

[illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

169-C

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 24, 1934

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

We have completed the reclassification on the Lime-Huntington Section as per our verbal agreement with Clifton & Applegate, with the following changes in classification:

Classification between stations 2087 and 2089+52 increased from 40% rock to 75% rock, resulting in an increase in rock excavation of 586.7 cubic yards.

Rock classification between stations 218 and 2191 increased from 50% rock to 75% rock, which resulted in an increase of rock excavation of 4,292.9 cubic yards.

Rock classification between stations 2287+50 and 2290+10 increased from 60% rock to 80% rock resulting in an increase in rock excavation of 1702.1 cubic yards.

The increased rock excavation in these three cuts amounts to 6,581.7 cubic yards which at the difference in price between rock and common of 16½¢ per cubic yard, amounts to $1,085.98.

The amount of $1,085.98 resulting from reclassification, added to the $4,413.88 allowed as additional claims, results in a total allowance of $5,499.86 or approximately the amount agreed upon at the conference with Clifton & Applegate.

Very truly yours,

W C Williams
Division Engineer.

WCW:OG

cc R. H. Baldock.

NOTED
State Highway Engineer

[illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

169-C

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 21, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon.

Attention: Mr. H. C. Smith

Dear Sir:

I am enclosing for your approval Extra Work Orders No. 6 to 11 inclusive, on the Lime-Huntington Section of the Old Oregon Trail in Baker County.

The total of these extra work orders is $4,435.21, and have been prepared to cover the claims submitted by Clifton & Applegate on the Lime-Huntington Section. The claims are being prepared to conform with the extra work orders and will be submitted upon receipt of the approved work orders.

In addition to the $4,435.21 covered by the work orders, additional classification in the amount of approximately $1,075.00 will bring the total allowance to approximately $5,500.00 agreed upon as final settlement on Clifton & Applegate's contract #1395.

Will you kindly have Mr. Devers prepare and forward to me an agreement to be executed by Clifton & Applegate whereby they accept payment as per work orders 6 to 11 inclusive as full and final payment of their entire claim as previously submitted. I will then secure execution of this agreement by Clifton & Applegate and submit the revised claims in conformity with the extra work orders.

Very truly yours,

W C Williams

Division Engineer.

WCW:OG
Encls.

cc R. H. Baldock.

FORM S-A-1 16989 5M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

169-C

OREGON STATE HIGHWAY COMMISSION

SALEM

May 21, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. [illegible] C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

As you are much more familiar with the Lime-Huntington Contract 1393, I would appreciate if if you would prepare a synopsis of our settlement with Clifton and Applegate, giving the disposition of each claim with the amount and basis of the settlement, in order that it may be presented to the Commission.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

April 20, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your recent letter concerning the constructed length for the Lime-Huntington Section, Project No. E 169-C. While your tabulation showing the stationing of constructed roadway is correct, we have noted in addition, a small error in the station description for the overcrossing structure.

The correction is minor and does not effect the length of the project, but we are enclosing a corrected copy of the statement of constructed lengths for the project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

169 c

OREGON STATE HIGHWAY COMMISSION
SALEM

April 23, 1934

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

The conference with Clifton and Applegate to discuss the final settlement of the Huntington job in which you and Miller had been requested to be present, has been changed to Saturday May 12th, at 9 A.M.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

P. S.

Please acknowledge receipt of and understanding of the above.

HGS

HGS/H

CC to
R. H. Baldock ✓
H. J. Miller

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

(05)

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Night Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1934 APR 23 PM 12 11

MINUTES IN TRANSIT	
FULL-RATE	DAY LETTER

PR61 6=SPOKANE WASH 23 1156A

R H BALDOCK=
STATE HIGHWAY ENGINEER SALEM ORG=

RETEL CONFERENCE SATURDAY MAY TWELFTH SATISFACTORY=

J M CLIFTON.

TELEGRAMS MAY BE TELEPHONED TO WESTERN UNION FROM ANY PRIVATE OR PAY-STATION TELEPHONE

STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock
V

FORM 5-40 10740 1M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

169d

OREGON STATE HIGHWAY COMMISSION
SALEM

April 19, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

Please report to the Salem office at 9:30 A.M. Tuesday, May 8th, prepared to discuss the claim of Clifton and Applegate on the Huntington Section. Have Resident Henry Miller accompany you.

Mr. Clifton will be present with his superintendent to refute your idea that the right of way was furnished on September 29th. Be prepared in all particulars to defend your position on this claim.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

100-8

169-e

March 29, 1934

Mr. H. G. Smith:

As soon as I can I would like to go over, with you, the claims submitted by Clifton and Applegate on the Lime-Huntington Section and F. J. Kernan on the Paradise-Red Bridge Section to the end that we may give these matters proper consideration and advise these gentlemen of our decision in relation thereto.

169-e

142-E

Very truly yours

State Highway Engineer

RHB:jn

January 26, 1934

Great American Indemnity Company
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

Reply is made to your letter of January 25 regarding R. H. Jones contract for the construction of three bridges over Burnt River on Old Oregon Trail in Baker County.

Our records show that our final payment to Mr. Jones for the construction of these bridges will be in the sum of $721.00. Payment of this amount is being held pending the adjustment of claims against the job, also pending completion of the grading job to determine whether or not the grading contractor will have any claims against this bridge project.

Claims on file in this office against this job are, as follows:

Consolidated Railway Equipment Co.
Amount not Stated
Esther Lawton, for gravel
Amount not Stated
Basche-Sage Hardware Company, for supplies
Amount not stated.

Very truly yours

Secretary

HBG:AJ

#1419

Jan, 26, 193

B. G.

I find that the final payment to R. H. Jones on Cont. #1419 - Three Bridges over Burnt River will be $721.00. Deductions have been made for engineering costs. This payment is being held by the Bridge Dept. until the grading job adjacent to the bridges has been finaled. The grading job was Cont. #1393 - Clifton & Applegate and the final on their job was sent our sometime ago and has not been returned so we are unable to tell if they are going to ask for an increase on account of the bridges.

Claims on file are as follows:

9- 25-33 Consolidated Railway Equipment Co. has claim, amount not stated.
12-12-33 Atty. Frank C. McCullough advises of claim of Ester Lawton, amt. not stated.
1- 5- 34 Basche-Sage Hardware Co. advise of claim, amount not stated.

Contract was completed June 3, 1933 and accepted June 16, 1933

LIAM H. KOOP
PRESIDENT

E STREET
SCO. CAL.
BROOK 0360

Dear Sir:

I am making inquiry as to the final status of the contract of R. H. Jones for the construction of the Burnt River Bridges.

I believe there is a final estimate due and would appreciate advices if there are any liens against it and just what the situation is.

Thanking you for the information, I remain,

Yours very truly,

Harry Wallis

General Agent.

1393

HW/B

[illegible]
[illegible] payment
also what are the claims.

[illegible]

$721.00

#1419

SSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7305

PORTLAND, OREGON

January 25th, 1934.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Ore.

Dear Sir:

I am making inquiry as to the final status of the contract of R. H. Jones for the construction of the Burnt River Bridges.

I believe there is a final estimate due and would appreciate advices if there are any liens against it and just what the situation is.

Thanking you for the information, I remain,

Yours very truly,

Harvey Wells

1393

General Agent.

HW/B

Jim –
[illegible] status [illegible] payment
also what are the liens.

$721.00 #35

#1419

169C

January 26, 1954

McColloch & Brown
Attorney at Law
Baker, Oregon

Gentlemen:

Thank you for the Esther Lawton affidavit which you sent me with your letter of January 24.

I shall be pleased to file this in the records of the R. H. Jones contract for the construction of three bridges over Burnt River on the Old Oregon Trail in Baker County, Contract No. 1419.

Very truly yours

Secretary

HBG:AJ

McCOLLOCH & BROWN
ATTORNEYS AT LAW
BAKER, OREGON

FRANK C. McCOLLOCH
LOTT D. BROWN

January 24, 1934

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

In going through my neglected files I find that I have heretofore failed to forward the affidavit of Esther Lawton concerning the R. H. Jones contract near Huntington.

You will find enclosed herewith Mrs. Lawton's affidavit as requested in your letter of December 14.

Yours very truly,

Frank C McColloch

Enc.
FCM:S

STATE OF OREGON }
COUNTY OF BAKER } ss.

I, **ESTHER LAWTON**, being first duly sworn, depose and say that R. H. Jones, who on the 28th day of October, 1932 entered into a contract with the State of Oregon, acting by and through its State Highway Commission, for the construction of three concrete bridges over Burnt River on the Old Oregon Trail in Baker County, State of Oregon, near the city of Huntington, did between the said 28th day of October, 1932 and the date of this affidavit take from the real premises belonging to me in Baker and Malheur Counties, State of Oregon, a large quantity of gravel, the exact amount of which is to me unknown. That said gravel was taken from said premises without my permission or knowledge and was used by the said R. H. Jones as material in the construction of said bridges under the terms and provisions of said contract. That the said R. H. Jones has wholly failed, neglected, and refused to pay for said gravel, although demand has been made.

That I make this affidavit for the purpose of securing a certified copy of the contract and bond of the said R. H. Jones entered into,as aforesaid,in order that action may be commenced upon the same under the terms and provisions of Section 49 - 702 Oregon Code, 1930.

Esther Lawton

Subscribed and sworn to before me this 24th day of January 1934.

Leta Smith
Notary Public for Oregon.

My Comm. Expires
Oct. 9, 1937.

[illegible]
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

169-C

OREGON STATE HIGHWAY COMMISSION

SALEM
January 6, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Frederick Gronnert,
Attorney-at-Law,
1115 Public Service Bldg.,
Portland, Ore.

Dear Sir:

Reference is made to yours of January 2nd, regarding Columbia Cement Company's claim.

We are having our engineer make an investigation and a report on this matter and will advise you as to our findings when report is received.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by

Chas. E. Low
H.

CC to
R. H. Baldock ✓

FORM S-A-1 … 10-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1-5

January 5, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

The attached are copies of correspondence relative to the moving of approximately 5,000 cubic yards of gravel from the land of the Columbia Cement Company by Clifton and Applegate, contractors, during the construction of a part of the Old Oregon Trail Highway in Baker County.

We believe that this has reference to their contract #1395, the Lime-Huntington Section. Will you please make an investigation of this matter and give us a detailed report of your findings, along with your recommendation.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

M. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock

PR-169-C

119

A4pr 12923

Form P. R. 2
State Oregon
Project No. [redacted] 169, Section C

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

9

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of September, 1933 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933;

Whereas the Highway Department of said State submitted on the 16th day of April, 1931, a project statement, which was approved by the Secretary on the 8th day of May, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 5th day of August, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirty-seven thousand, forty-eight and no/100 dollars ($37,048.00) as the share of the United States payable under said act on account of Section C of said project, which ~~does not exceed the authorized Federal percentage shown~~ 1/ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 2078+50 in the S.E. 1/4 of Sec. 27, T. 13 S., R. 44 E., W.M., and survey station 2297+50 near the south 1/4 corner of Sec. 13, T. 14 S., R. 44 E., W.M., at the west end of Section A of said project,

, length 4.156 miles, in Baker County, being Section C of Oregon National Recovery Highway project No. NRH 169, consisting of 4.115 miles of roadway and two bridges, each of more than 20 feet clear span, 0.041 of a mile in length, known locally as the Lime - Huntington Section of the Old Oregon Trail, between official control points LaGrande and Ontario.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on

---

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of thirty-seven thousand, forty-eight and no/100 dollars ($37,048.00), certified to the Secretary of the Treasury as above mentioned, which ~~[illegible]~~ is ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ the approved total estimated cost of Section C of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

e Highway Department will use every means within its power to insure proper and permanent ma nan e of said project, and to that end will provide for the constant making of needed repairs to ooth-surfaced highway.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ..B...... of said project shall not in any event exceed the sum of thirty-seven thousand, forty-eight and no/100 ------------------

---

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 7th day of Nov, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By ______________________

Chairman, State Highway Commission
(Title of officer)

By ______________________

Member, State Highway Commission
(Title of officer)

By ______________________

Member, State Highway Commission.
(Title of officer)

By ______________________

____
(Title of officer)

By ______________________

____
(Title of officer)

Secretary of Agriculture.
~~Secretary of Agriculture~~

U S GOVERNMENT PRINTING OFFICE: 1931 8—5513

By T. H. MacDonald
Chief, Bureau of Public Roads.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. NRH 169-C, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $37,048.00 as the total estimated cost of said project, and the sum of $37,048.00 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ is ~~pro rata share of~~ said total estimated cost.

Done at the city of Washington, this 7th day of November one thousand nine hundred and thirty-three

Secretary of Agriculture
~~Secretary of Agriculture~~

By P. St. J. Wilson
Chief, Bureau of Public Roads.

#1419

117-C

November 9, 1933.

Mr. R. H. Baldock:

Reference is made to the attached correspondence from R. H. Jones and his surety company concerning an extension of time on Contract No. 1419.

The original completion date was January 31, 1933. An extension was granted to April 30, and the contractor was assessed for certain engineering costs which were later modified by action of the Highway Commission. This matter is all straightened up and the purpose of the present extension is simply to clear the records and cover the period from April 30, 1933 to June 3, 1933 which was the actual date of completion.

Mr. Jones has made two separate requests for this extension, both of which were accompanied by letters from the surety company. The letters are somewhat contradictory but seem to cover the time requested.

It is therefore my recommendation that the extension requested be granted to clear our records and without further penalty or assessments.

C. B. McCullough

CBM:AP
Attached

Sept, 23, 1933

Mr. W. A. Reeves,
Bridge Dept.

Dear Sir:

Referencee is made to the attached letter of R. H. Jones and his surety concerning an extension of time on Cont. #1419.

Please be advised that the original date of completion of this contract was Jan, 31, 1933. On May 1st Mr. Jones was granted an extension of time to April 30, 1933 with the provision that the contractor be assessed engineering costs from January 31st except for the first 20 days. At the metting of the Highway Commission on August 24th the above was modified and it was decided that the contractor should only pay for 50% of the engineering costs during the peiod of overrun.

The contractor did make application for an extension of time from April 30th to May 31st, 1933 and this application was referred to you. I think that it was decided that the period of time requested was not enough and the application was returned by your office. In any event the application for an extension of time to May 31st was not acted upon by the Highway Commission.

In order to complete the records as far as the time limit is concerned we should have Mr. Jones application for an extension of time from April 30, 1933 to June 3, 1933, which was the actual date of completion.

I think that the attached letters of Mr. Jones and his surety will be sufficient providing the recommendation of Mr. McCullough is attached. If you have the letter of the surety in which they refer to giving their consent for 40 days time in their letter of Aug, 29th please include it.

J. McFarland.

Sept. 15, 1933

Harvey Wells, General Agent
Great American Indemnity Co.
412 Failing Building
Portland, Oregon

Dear Sir:

Reply is made to your letter of Sept. 14th regarding payment for the Huntington Bridge Job, R. H. Jones, contractor.

We have not as yet made final payment for this work. The records show that we have paid the contractor $14,660.14 and our retained percentage is $1,061.05. According to our records this job was completed on June 3rd, 1933, and was accepted by the State Highway Commission by formal action on June 16, 1933.

In compliance with your request we will endeavor to stop final payment to the contractor for the above job until you authorize release of such payment.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC Secretary

cc - Carl F. Smith

H. B. G.

Sept, 15, 1933

#1419

Paid to date - $14,660.14 - Retained - $1,081.05 -

Contract completed June 3rd - Accepted June 16, 1933 -

Final payment is not yet ready. Contractor was granted an extension with the understanding that if the grading contractor put in claim on account of bridges not being completed Jones would be asked to pay same.

#1419

Baker

WILLIAM H. KOOP
PRESIDENT

ran
ny

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

ION

:h, 1933

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Ore.

Dear Sir:

Re- Huntington Bridge Job - R. H. Jones

May I inquire if final estimates have been paid to Mr. R. H. Jones? If possible we want to hold this up until he settles some small accounts.

Awaiting your advices, I remain,

Yours very truly,

Harry Wallis

General Agent.

HW/B

#1419

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

Baker

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7305

PORTLAND, OREGON

September 14th, 1933

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Ore.

Dear Sir:

Re- Huntington Bridge Job - R. H. Jones

May I inquire if final estimates have been paid to Mr. R. H. Jones? If possible we want to hold this up until he settles some small accounts.

Awaiting your advices, I remain,

Yours very truly,

Harvey Wells
General Agent.

HW/B

FORM 3-A-1 10101 10M 7-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Huntington, Oregon.
September 13,1933.

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
SEP 14 1933
OREGON
STATE HIGHWAY COMMISSION

Mr.W. H. Lynch,
District Engineer,
U.S.Bureau of Public Roads,
Portland,Oregon.

Dear Sir:

The contractor began work today on contract # 1493 National Recovery Highway Project # 169-C.

Very truly yours,

H. J. Miller

H.J.Miller
Resident Engineer.

cc Mr.R.H.Baldock
Mr.W.C.Williams

#1419

11-9-C

Lime Ore
Sept. [illegible] 193[illegible]

Ore. State Highway Com.
Salem Ore
Gentlemen:-

Received copy of your letter to Highway Service Garage Huntington Ore in connection to Construction of three bridges on Burnt River on which they stated in their letter of Sept. 1st that I had paid the balance of $1,48 due them.
Please be advised that I haven't paid them $1,48 as they stated in their letter as I didn't owe them anything, however if they are satisfied it is O.K. with me.

Very truly yours [illegible]

#1419

169 C

[illegible]

$1.48 which we
[illegible]
and attention an [illegible]

your letter of
the balance of
state highway com-
bridges over Burnt
County, and are

truly yours

Secretary

cc R. H. Jones
Baker, Oregon

Great American Indemnity Co.
c/o Harvey Wells Insurance Co.
Failing Building
Portland, Oregon

#1419

169 C

September 5, 1935

Highway Service Garage
Huntington
Oregon

Gentlemen:

We are pleased to note from your letter of September 1 that Mr. R. H. Jones paid the balance of $1.48 due you in connection with his state highway contract for the construction of three bridges over Burnt River on the Old Oregon Trail in Baker County, and are correcting our records accordingly.

Very truly yours

Secretary

JM
AJ

cc R. H. Jones
Baker, Oregon

Great American Indemnity Co.
c/o Harvey Wells Insurance Co.
Failing Building
Portland, Oregon

HIGHWAY SERVICE GARAGE
HUNTINGTON, OREGON Sept.1-1933

Firestone
The Mark of Quality

RECEIVED
SEP 5 - 1933
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Comm.,

Sa lem,Oregon
Dear Sirs;

Mr.Tiltson came in today and paid up the bal.of $1.48 which we were asking of R.H.Jones,so we are paid in full,You may release our claim We want too thak you very kindly for your kind attention an help in collecting this claim.

Yours very truly

Highway Service Garage

#1419

169-C

HIGHWAY SERVICE GARAGE
HUNTINGTON, OREGON

September 2, 1933

Highway Service Garage

Huntington, Oregon

Gentlemen:

This acknowledges receipt of your letter of August 30 regarding your claim against R. H. Jones.

We take it from your letter that your claim against Mr. Jones has been paid in full with the exception of $1.48, and we are making note to such effect in our records.

Very truly yours

Secretary

HBG:AJ

Dear Sirs:

[illegible] your letter [illegible] R.H. Jones seems [illegible] although [illegible] working sheet, but says [illegible] not paid out this amount on Mr [illegible]itson his [illegible] received a reply. [illegible] trouble but cannot see any reason why R.H.Jones did not object to this item as soon as he received our [illegible] but that [illegible] with this claim not being paid in full. We will write you just as soon as [illegible]

Yours very truly

HIGHWAY SERVICE GARAGE

HUNTINGTON, OREGON

Aug.-30-1933

Firestone

The Mark of Quality

RECEIVED
SEP 2 - 1933
OREGON
STATE HIGHWAY COMMISSION

Ore.State Highway Comm.
Salem,Oregon,

Dear Sirs;

Will say in answer to your letter of Aug.29-1933 that R.H.Jones seems to constest $1.48 of our account although he has not showed his working sheet,but says that he did not hold out this amount on Mr Piltson his time keeper.We have written Mr.Tiltson but to date have not received a reply.We do not like to cause all this trouble but cannot see any reason why R.H.Jones did not object to this item as soon as he received our statment.He claims that Mr Tiltson did not send his mail to him but that has nothing to do with this claim not being paid in full.We will write you just as soon as we hear from Mr.Tiltson.

Yours very truly

Highway Service Garage

August 29, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Lime-Huntington Section, Project No. NRH-169-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery
Highway Project No. NRH - 169 - B

LIME-HUNTINGTON SECTION OF THE
OLD OREGON TRAIL IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 29, 1933.

BITUMINOUS MACADAM WEARING SURFACE-TYPE B-12

Roadwork:

4.1	miles	Preparation of Base	$125.00	$ 512.50
5,950	cu. yds.	Mineral Aggregate in Bit. Macadam	2.90	17,255.00
355	tons	Asphalt in Place	31.00	11,005.00
39	"	Emulsified or Cut-back Asphalt in Seal Coat	30.50	1,189.50
1,500	cu. yds.	Rock Shoulders	2.25	3,375.00
		Sub-total		$ 33,337.00
		10% Engr. & Cont.		3,333.70
		Total		$ 36,670.70

Bridges:

0.1	mile	Preparation of Base	$125.00	$ 12.50
50	cu. yds.	Mineral Aggregate in Bituminous Macadam	2.90	145.00
5	tons	Asphalt in Place	31.00	155.00
1	ton	Emulsified or Cut-back Asphalt in Seal Coat	30.50	30.50
		Sub-total		$ 343.00
		10% Engr. & Cont.		34.30
		Total		$ 377.30

Length of Roadway	4.076 miles
" " Bridges	.080 "
Total Length	4.156 "
Cost per mile	$8,996.73

National Recovery Highway Funds Requested:

Roadway	$ 36,670.70
Bridges	377.30
	$ 37,048.00

State Funds for Constr.: Chap. 175, Laws 1917: Chap. 31, Laws 1920
" " " Maint.: Chap. 41, Laws 1927.

#1419

169C

August 29, 1933

Great American Indemnity Company
412 Failing Building
Portland, Oregon

Attention of Mr. John H. Barnet, Manager, Surety Dept.

Gentlemen:

This acknowledges receipt of your letter of August 28 enclosing copies of correspondence regarding the claim of Highway Service Garage, Huntington, against R. H. Jones.

We are making proper notice of this in our records of this job.

Very truly yours

Secretary

HBG:AJ

August 29, 1933

Highway Service Garage
Huntington
Oregon

Gentlemen:

We are informed by Harvey Wells Insurance Company that your claim against R. H. Jones in connection with the contract that was awarded to him by the State Highway Commission for the construction of three bridges over Burnt River on the Old Oregon Trail has been paid in full.

Will you kindly write us a letter verifying this so that we can remove your claim from our records in connection with the above described job?

Very truly yours

Secretary

AJ

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

**Great American
Indemnity Company
New York**

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7305

PORTLAND, OREGON

August 28, 1933.

Mr. H. B. Glaisyer, Secretary
OregonState Highway Commission,
Salem, Oregon

Dear Mr. Glaisyer:

Enclosed find a copy of our letter to the Highway Service Garage at Huntington, Oregon written on the 16th day of August and a copy of their reply, which seems to do away with this claim.

Thanking you for your cooperation in this matter, we are

Yours very truly,
John H. Barnet
Manager, Surety Department

JHB:W
Encl.

[illegible]
[illegible]
[illegible]

Great American
Indemnity Company
New York

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
PORTLAND, OREGON

COPY

August 16, 1933.

Highway Service Garage,
Huntington, Oregon

Gentlemen:

Mr. R. H. Jones was in the office today and advised that he had paid you the entire amount owing, with the exception of $1.47 which he contested, and said he did not believe he was liable for this item.

If this is the case, we would appreciate your advising us so that we may in turn advise the Highway Commission of the State of Oregon and have your claim removed.

Would appreciate a letter setting forth in full how the matter now stands so far as you are concerned.

Yours very truly,

John H.Barnet

Manager, Surety Department

JHB:s

Great American
Indemnity Company
New York

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
PORTLAND, OREGON

COPY

August 27, 1933.

Harvey Wells Insurance Co.,
Portland, Oregon

Dear Sirs:

I have wrote Mr. Tillson about the bal. of $1.48 that Mr. Jones has contested asking him if he was supposed to pay this account or if this amount had been held out of his wages, up to date I have not heard from him, will write you just as soon as I hear from him. Thanking you kindly for all the trouble we have caused you.

Yours very truly,
Highway Service Garage

169
C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

August 25, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence today in the award of contract for Oregon NRH projects 169-B and 169-C, bituminous macadam on the Lime-Huntington section, to Morrison-Knudsen Co. who submitted the low bid.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Official
Attached.

Ed/169 — [illegible]

2

HBG:-
RHB recommends
50/50 split
subject to Commission
approval

#1419
169-C

REFERRED TO
McCullough
Div. State Highway Engineer

Sent up >

August 19, 1933.

Mr. R. H. Baldock:

I am handing you herewith communication from Mr. R. H. Jones under date of August 4, together with copy of your reply of August 7, which carries a notation asking for my recommendation. Attached to these papers is a communication from Mr. Jones under date of June 2, and also a report by Mr. Paxson under date of August 17.

You will note from the attached correspondence that there is no particular reason for waiving this engineering penalty. Mr. Jones was granted an extension of time of 20 days without penalty. For the balance of the engineering charges assessed against him, however, if you will review the figures, you will see that the engineering expenses amount to a very heavy percentage of the job cost (nearly 7%). The reason for this, of course, lies in the fact that the job dragged over a long period of time and we had to keep a man on the work notwithstanding the fact that the cost of the job was very small.

In looking over the records of time extensions for the last year, I think that perhaps the Bridge Department has been more drastic in its recommendations than the other departments. In fact, the Bridge Department proceeded on the assumption that all penalties were to be rigidly enforced unless exceptional circumstances operated to extenuate. When the period for expending federal funds was extended, there was a certain amount of easing up in reference to the assessment of penalties, and perhaps in this case our recommendation is somewhat too severe.

This is, of course, entirely a matter of policy, and therefore one concerning which an engineering recommendation is of little value; however, the fact remains that assessing the full amount ($1,050.00) will completely wipe out the contractor's profit and probably cause him considerable loss.

In view of all the circumstances, therefore, I believe that this penalty might be reduced somewhat although I do not feel that we would be warranted in eliminating it entirely.

C. B. McCullough

CBM:AP
Attached.

reduction of 50%
affirmed by Commission 8/24/33

August 17, 1933.

Mr. C. B. McCullough

I am attaching hereto the correspondence relative to Mr. Jones'request that we forego the deduction of engineering expenses on his contract for the Lime-Huntington Section bridges over Burnt River. The history of this job is substantially as follows:

Bids were received on the job on September 28, 1932. Due to a discussion with the Bureau of Public Roads concerning the attachment of the slab and the steel girder, the award was not made until October 12, and Mr. Jones should have received notice of this award on October 18. He was thus entitled to an automatic extension of 20 days. The contract completion date was January 31, 1933. The Commission granted an extension to April 30, 1933, with the provision that the first 20 days of this extension should be without penalty and the balance with the proviso that the contractor reimburse us for any engineering expense after that date, and also, that he reimburse us for any damages allowed the grading contractor on the adjacent section for inconvenience caused by the delay in the completion of the bridges.

The contract was finally completed on June 3, 1933. Engineering expenses on the job subsequent to February 21, 1933, which is the date from which the expenses were assessed to the contractor, were $1,050. The cost of this job was $15,500, which makes the $1,050 a rather heavy penalty to assess against the job.

Mr. Jones has written us under date of June 2, setting forth his reasons for the delay. The reasons which he sets forth are substantially true; however, this contract was awarded with the expectation that the work would proceed under the adverse winter conditions, thus providing employment.

Mr. Jones made no serious effort to properly organize the job so that it could be handled during these weather conditions. The quality of the work as finally completed was very good.

#2

As to whether or not this engineering penalty or any part of it should be cancelled seems to me to be a matter of policy as to how lenient the Highway Commission cares to be. The cancelling of the penalty could not be done with any strict interpretation of the contract.

G S Paxson
G. S. Paxson
Field Engineer

GSP:AP

[illegible] Huntington [illegible]
[illegible]
[illegible]

RECEIVED
AUG 7 - 1933
OREGON

[illegible] Ore.

Ore. State Highway Commission,
Salem, Oregon.

Gentlemen:

I received copy of your letter of July 31. to the Burnt River [illegible] I am [illegible] in regard to the claim of E. E. Thurston [illegible] his letter of July 25th [illegible] to disregard this letter of July 31. He states that I came down the same day that the letter was written. He got the impression that I had come down and paid him. He [illegible] in the letter that I didn't owe him anything.

3-e
31

---

eceipt of your letter
E. R. Thurston and
mmission reconsider the
a for your failure to
idges over Burnt River
ract.

letter to the State
on.

y truly
HWAY COMMISSION

Secretary

The Highway [illegible] [illegible]
[illegible] has been [illegible] [illegible]
Of [illegible] anything
[illegible]
[illegible]
[illegible] the Bonding Co.
[illegible] the Commission
[illegible]
of [illegible] the [illegible]
bridges [illegible]
[illegible]
[illegible]
[illegible]

---

receipt of your letter
E. R. Thurston and
Commission reconsider the
n for your failure to
ridges over Burnt River
rest.

letter to the State
on.

y truly
HWAY COMMISSION

Secretary

#1419

August 7, 1933

Mr. R. H. Jones
Baker, Oregon

Dear Sir:

This acknowledges receipt of your letter of August 4th regarding the claim of E. R. Thurston and your request that the State Highway Commission reconsider the action taken imposing a penalty on you for your failure to complete the construction of three bridges over Burnt River within the time specified in the contract.

I am referring your letter to the State Highway Engineer for his recommendation.

Yours very truly
STATE HIGHWAY COMMISSION

By

[redacted]

Secretary

REFERR
McCullough.
By State Highway Commission

what say you?

Baker, Oregon,
June 2, 1933

RECEIVED
JUN 6 - 1933

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

Re: Lime-Huntington Bridge Contract

On October 12, 1932 a contract was awarded to me for the construction of three bridges on the Lime-Huntington section of the Old Oregon Trail Highway.

I was delayed in this work by snow and many days of zero weather, and in February, 1933 I requested a ninety day extension. Your Commission can fully realize that no contractor who has had any experience would attempt to work with concrete in weather conditions such as they were about that time.

The bank moratorium came on and I was unable to secure funds to meet the payrolls, and everything that could be imagined seemed to happen about that time to add delay in completing the contract on schedule time. However the February extension request was granted, and the contract was completed on Saturday, May 27th, 1933.

I also constructed a nineteen foot bridge which was not a part of the contract and the time spent on this should be deducted.

When the banks opened and good weather started we expedited the construction of these bridges, and the work progressed as rapidly as possible. Even then, we were further handicapped by not being permitted to have as experienced men as we usually have due to the agreement that we had to employ men furnished by the Emergency Relief Committee of Multnomah County. This caused additional expense, however, I am not complaining about this as I am willing to help in every way I can in times such as these.

There may be some question that I delayed the grading contractor or caused him additional expense, but I am sure your mission is acquainted with my contract, but you will find investigation if you are not informed of the facts, that bridges were not constructed on the highway then travelled, the grading contractor evidently in bidding did not take consideration that new bridges were to be built, and he mself in a position where he had to build temporary se at a small cost to complete his contract, and I furnished most of the lumber to this contractor. I do not feel that he has any reason whatever to hold me in any way responsible for any cost or delay that he may have experienced. I feel that I have constructed to your entire satisfaction three fine bridges, and I sincerely hope that your Commission will take into consideration the weather, employment situation, and the financial difficulties experienced because of the moratorium, and will not be too severe on me as I cannot afford it. All the work I have done for the Commission in the past through contracts awarded to me, the best of materials have been used, and I have required the most exacting work from my employes, and have followed the specifications to the last degree, and I have made every human effort to produce a job that would be satisf actory to you and one that would be lasting for the Highway Department.

Very truly yours,

Roscoe H. Jones

RJH-s
B:-

#1419

Baker Co

169-C

WILLIAM H. KOOP
CHAIRMAN OF THE BOARD

JESSE S. PHILLIPS
PRESIDENT

PACIFIC DEPARTMENT

Great American Indemnity Company New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE DAVENPORT 3680

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
PHONE ATWATER 7305

PORTLAND, OREGON

August 16, 1933.

RECEIVED
AUG 17 1933
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

Enclosed find two completion questionaires covering the following contracts:-

Construction 3 bridges over Burnt River, on Old OregonTrail Highway near Huntington, Baker, Oregon

Erection of two fram cottages in connection with the Pendleton State Hospital

both contracted by R. H. Jones.

Will you please answer the necessary questions at the bottom of the page, sign and return to us as soon as possible.

Thanking you for your co-operation in this matter, we are

Yours very truly,

John H. Barnet

Manager, Surety Department

JHB:W
Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 5, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

Plans, specifications and estimate for Oregon NRH-169-C, the Lime-Huntington Section of the Old Oregon Trail, 4.156 miles of bituminous macadam, have today been recommended for approval. This is your authority for proceeding with advertising.

Special clauses, mentioned in our letter of August 2, 1933, should be included in the advertisement for bids. Also, we would like to have for each project four copies of mimeograph Notice to Contractors, which should likewise contain the three clauses mentioned.

As no Federal Funds will be paid on this project until or unless the agreement is executed, it is essential that all documents be forwarded without delay. This is particularly true of bid tabulations and agreement estimates. As we have been instructed to submit these documents immediately after the letting, we are requesting that they be forwarded so as to reach this office not more than three days after the letting.

The preliminary estimate dated July 8, 1933, does not segregate the roadway and bridge surfacing. It is our present understanding that when surfacing is carried across a bridge built with Federal aid, the cost of surfacing placed on the bridge should be segregated and shown as bridge cost. This is the opposite of the procedure followed when surfacing is carried across bridges constructed without Federal aid, in which cases no segregation is required. It is accordingly requested that the agreement estimate be prepared so as to show separately the roadway and bridge surfacing.

The revised summary sheet for these plans has been corrected to show a length of 4.156 miles, to agree with the estimate.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

#1419

169-C

[redacted] H. KOOP
CHAIRMAN OF THE BOARD

JESSE S. PHILLIPS
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE DAVENPORT 3880

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
PHONE ATWATER 7305

PORTLAND, OREGON

August 1, 1933

Mr. H.B. Glaisyer, Sec'y
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

Appreciate very much your letter of July 31 enclosing copy of letter received from E. L. Thurston & the Huntington Transfer Company relative to the claim against R. H. Jones.

Very truly yours,

J. H. Barrett
Manager, Surety Department

JHB-s

Great American
Indemnity Company
New York

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
PORTLAND, OREGON

COPY

August 1, 1933

Mr. R. H. Jones,
Baker,
Oregon.

Dear Mr. Jones:

We received a letter today from the Huntington Transfer Company to the effect that we were to disregard their letter to the Highway Commission a copy of which we are forwarding to the Highway Commission with a copy of this letter to you.

This eliminates the claim of the Huntington Transfer Company, now if we could just get the Highway Service Garage and Craig matters settled, we would be in pretty good shape.

Very truly yours,

Manager, Surety Department

JHB-s

#1419

Great American
Indemnity Company
New York

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
PORTLAND, OREGON

COPY

HUNTINGTON, OREGON
JULY 31, 1933

HARVEY WELLS INSURANCE AGENCY
Portland,
Oregon

Gentlemen:

In reply to your favor of 7 - 29 - 33, will ask you to please disregard my letter in regards to Mr. R. H. Jones.

Thanking you very much for your favor, I remain

Yours very truly,

HUNTINGTON TRANS. CO.

E. L. Thurston

copied 8/1/33-s

(copy to Salem
" R.H.Jones

#1419
169C

July 31, 1933

Great American Indemnity Co.
% Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are attaching copy of letter which we have received today from Mr. E. L. Thurston of Huntington Transfer Company relative to his claim against R. H. Jones in connection with State Highway Contract No. 1419, which is self-explanatory.

This information is given you as you appear as surety on Mr. Jones' bond.

Very truly yours

Secretary

AJ

cc R. H. Jones
Baker, Ore.

July 31, 1938

Mr. E. L. Thurston
Huntington Trans. Co.
Huntington, Oregon

Dear Sir:

Receipt is acknowledged of your communication of July 29 in which you ask that we disregard your letter of July 26 relative to unpaid bill of R. H. Jones.

We thank you for this information.

Very truly yours

Secretary

AJ

RECEIVE
JUL 31 1933
OREGON
STATE HIGHWAY COM

Huntington Ore July 28 33

Oregon Highway Comm

Gentlemen.

Please disrigard my letter of July 26-33 regarding unpaid bill of R. H. Jones for material delivered.

Mr Jones came down same day I mailed letter.

Respt. E J Thurston
Huntington Trans. Co.

July 28, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request of Mr. Davis, by telephone, we are today sending five blueprint copies of Sheet No. 2 of the plans for the Lime-Huntington Section, Project No. NRH-169-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Beck/RR

Encl.

#1419

167-C

July 27, 1933

Great American Indemnity Company of New York
Harvey Wells Insurance Agency, Agents
Failing Building
Portland, Oregon

Gentlemen:

This is to inform you that we have today received notice of the claim of Huntington Transfer Company, Box 190, Huntington, Oregon in the sum of $89.75 representing the balance due for sand and gravel furnished to Mr. R. M. Jones in connection with State Highway Contract No. 1419 for the construction of three bridges on the Lime-Huntington Section of the Old Oregon Trail in Baker County.

This information is given you since you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

Secretary

HBG:jn

c.c. Mr. R. M. Jones
Baker, Oregon
copies of Huntington Transfer Co. letter inclosed.

July 27, 1933

Huntington Transfer Company
Box 190
Huntington, Oregon

Gentlemen:

Attention E. L. Thurston, Manager

Acknowledgment is made of the receipt of your letter of July 26 advising us of your claim against R. H. Jones in the sum of $89.75 representing the balance due for sand and gravel furnished in connection with State Highway Contract No. 1419 for the construction of three bridges on the Lime-Huntington Section of the Old Oregon Trail in Baker County.

In connection with this contract Mr. Jones was required to furnish the State with a corporate surety bond for the protection of claims. This bond was written bythe Great American Indemnity Company of New York, for whom Harvey Wells Insurance Agency is agent with offices in the Failing Building, Portland, Oregon. We offer this bond to you for the protection of your claim and suggest that you take the matter up with the bonding company and that you file notice thereof with the Secretary of State, in accordance with the provisions of Chapter 280, Oregon Laws, 1931, copy of which is inclosed.

In the event you secure no satisfaction from the bonding company you still have recourse through an action in the courts.

In conformance with our usual practice, we are today advising the bonding company and the contractor of the existence of your claim.

Very truly yours

Secretary

HBG:jn

169C

RECEIVED
JUL 27 1933
OREGO
STATE H C

Huntington Ore July 26-33

Gentlemen

I am writing you in regards to Mr. R. H. Jones, the contractor who put in the 3 bridges just West of Huntington, under Mr. Lary Smitten, engineer.

I furnished all the sand and gravel and still have a bal of 89.75 due on this work.

Mr. Jones has not been back ~~time~~ to settle and I am asking you to take what action is required to collect this amount on this job.

I will furnish statement if required.

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n the Failing Building.
protection of your

We suggest that you communicate with the Harvey Wells Insurance Agency and inform them of your bill. If you do not receive satisfaction within a reasonable time we recommend that you file notice of your claim with the Secretary of State in accordance with Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your information.

Very truly yours

Secretary

AJ

or do what ever is nessary to get my mony.

I waited all this time for him, also wrote him at Baker Ore, his home address, but can't hear from him.

Very truly yours

Huntington Transfer Co.

E. L. Thurston

Box 190

Huntington

Ore.

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our letter of July 19
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claim.

We suggest that you communicate with the Harvey Wells Insurance Agency and inform them of your bill. If you do not receive satisfaction within a reasonable time we recommend that you file notice of your claim with the Secretary of State in accordance with Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your information.

Very truly yours

Secretary

AJ

169c

July 20, 1933

Highway Service Garage
Huntington
Oregon

Gentlemen:

Receipt is acknowledged of your letter of July 19 in which you inform us that R. H. Jones owes you a balance of $30.98 for labor performed in connection with the building of bridges just west of Huntington.

The contract to which you have reference is known as State Highway Contract #1419 and was awarded to R. H. Jones for the construction of three bridges over Burnt River on the Old Oregon Trail in Baker County.

All successful bidders on state highway work are required to furnish the State with a surety bond for the protection of claims incurred against the project. Such a bond was furnished by Mr. Jones in connection with the above described contract. It was written by Great American Indemnity Company for which Harvey Wells Insurance Agency are local representatives with offices in the Failing Building. This bond is offered to you for the protection of your claim.

We suggest that you communicate with the Harvey Wells Insurance Agency and inform them of your bill. If you do not receive satisfaction within a reasonable time we recommend that you file notice of your claim with the Secretary of State in accordance with Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your information.

Very truly yours

Secretary

AJ

July 20, 1933

Great American Indemnity Company
% Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have been informed that Highway Service Garage, Huntington, has a bill against R. H. Jones for labor performed in connection with the state highway contract that was awarded to him for the construction of three bridges over Burnt River on Old Oregon Trail.

The amount of the bill is $30.98.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc R. H. Jones
Baker, Oregon

HIGHWAY SERVICE GARAGE

HUNTINGTON, OREGON

July-19-1933

Firestone

The Mark of Quality

RECEIVED
JUL 20 1933
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Comm.

Salem,Oregon

Dear Sirs;

R.H.Jones owes us a balance# of $30.98 for labor etc performed in connection with the building of bridges just west of Huntington,and up todate we have been unable to collect.We would appreciate it very much if you could help us get our money,or any other information that might help.Thanking you very kindly for a prompt answer.

Yours very truly
Highway Service Garage

July 18, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and two sets of special provisions for construction of bituminous macadam on the Lime-Huntington Section, Project No. NRM-169-C. Five blueprint copies of the typical cross-section sheet are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery
Highway Proj. No.
NRH - 169-C

LIME-HUNTINGTON SECTION OF THE
OLD OREGON TRAIL IN BAKER COUNTY

(Estimate to accompany bituminous macadam specifications. Not as basis for project agreement.)

Salem, Oregon, July 8, 1933

Statement of Completed Work:

Statement of completed work to be submitted upon payment of final voucher.

Bituminous Macadam Wearing Surface

4.2	miles	Preparation of Base	$100.00	$ 420.00
6,000	cu. yds.	Mineral Aggregate in Bit. Macadam	2.40	14,400.00
360	tons	Asphalt in Place	25.00	9,000.00
40	"	Emulsified or Cut-back Asphalt in Seal Coat	28.00	1,120.00
1,500	cu. yds.	Rock Shoulders	1.20	1,800.00
			Sub-total	$26,740.00
			10% Engr. & Cont.	2,674.00
			Total	$29,414.00

Length of Roadway	4.076	miles
" " Bridges	.080	"
Total length	4.156	"

Cost per mile $7,077.47

Note: Bituminous Macadam to be constructed across all bridges.

National Recovery Highway Funds Requested $29,414.00.

July 18, 1933

RECEIVED

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith three copies of an easement granted by the Oregon-Washington Railroad and Navigation Company in connection with encroachments made upon the railroad right-of-way by the construction of the Lime-Huntington Section, Emergency Project No. E-169-C.

Due to minor changes in the dimensions of the areas of the encroachments, it has been necessary to revise sheets 3, 4, 6 and 8 of the plans, and we are, accordingly, sending five blueprint copies of each of these revised sheets to replace those which you now have.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

July 3, 1933

RECEIVED
JUL 5 - 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Although the work on Oregon Emerg.Constr.Hwy. Project E-169-C has all been completed, the final voucher cannot be paid until an easement covering encroachments on railroad right of way has been secured. This is in accordance with Clause (d) of Article III of the project agreement.

Prompt submission of the customary three copies of easement will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By

E. E. Andrews
Sr. Highway Engineer

R. H. BALDOCK

July 3, 1933

RECEIVED
JUL 5 - 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Although the work on Oregon Emerg.Constr.Hwy. Project E-169-C has all been completed, the final voucher cannot be paid until an easement covering encroachments on railroad right of way has been secured. This is in accordance with Clause (d) of Article III of the project agreement.

Prompt submission of the customary three copies of easement will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

FORM 9-2-1 5000 6M 9-33

COMMISSIONERS

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

16-9-2

OREGON STATE HIGHWAY COMMISSION

SALEM

July 14, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

The Dixie-Lime project has been reduced to $155,540 and the shorter project which you recently submitted will be used.

I believe the other projects remain the same except the Pendleton-John-Day, which has been put in the Secondary class, subject to the approval of the Bureau of Public Roads. The amount has been set at $75,000, and consists entirely of oiling.

A new allotment program will be furnished you as soon as it is finally prepared.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

NOTED
State Highway Engineer

#1393

169C

July 14, 1935

United States Fidelity & Guaranty Company,
C. O. Price, Agent,
Pittock Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1393 for the construction of the Lime-Huntington Section of the Old Oregon Trail in Baker County has been completed by the contractors, Clifton & Applegate, and that final settlement will be made by the State with said contractors for work done under said contract on or after July 24, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This letter is to advise you of the above as you appear as surety on the bond furnished in connection with the above contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $86,541.55 including the final payment. Of this amount $695.32 was for force account work.

Very truly yours,

Secretary.

J. McF.

FORM S-H-1 8979 3M 10-28

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1190

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 14, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I am submitting herewith an order for State Force work on contract projects, covering the construction of a masonry rubble wall to retain the cinder fill of the spur track to the Lime cement plant. I find that approximately 55 cubic yards of rubble masonry will be required, which may be constructed at a cost of $555.00 according to the estimate prepared by M. Stephenson.

I am not sure that we will be able to do this work as a part of the Lime-Huntington Grading Contract, No. 1393, owing to the fact that the contractor has completed work on the project. However, it would be highly advisable to have this work made a part of the contract if possible in order to take advantage of the small amount of the unexpended balance of funds on this project. In the event that we are unable to do this under the contract project, please advise immediately and I will submit a minor betterment order covering the work.

It is essential that something be done at this point as the cinder fill supporting the track is sloughing away considerably and it would not appear safe for trains to pass over the spur track.

Very truly yours,

W C Williams

Division Engineer.

NOTED
State Highway Engineer

WCW:OW
Encl.

cc R. H. Baldock.

FORM 5-M-1 5979 2M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

49-C

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 14, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

Clifton & Applegate, general contractors on the Lime-Huntington Section, have requested that they be furnished with some additional details on amounts of excavation in each cut and haul. In order to furnish this information it will be necessary that we have the mass diagram ~~diagram~~, profile and earthwork computation sheets. When Mr. McAllister has completed checking the project, will you kindly forward the above mentioned records to Mr. H. J. Miller at Baker, Oregon.

Also, kindly return to Mr. Miller the 100 ft. detail map of the entire section between the tunnel and Huntington, when it can be spared from your office.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
cc R. H. Baldock.

State Highway Engineer

#1393

169C

July 12, 1933

Clifton & Applegate
Hutton Building
Spokane, Wn.

Gentlemen:

This acknowledges receipt of the carbon copy of your letter of July 10 directed to Weiser Iron Works, Weiser, Idaho, transmitting your check in the sum of $64.50 covering claim of that company against you in connection with your contract for the grading of the Lime-Huntington Section of the Old Oregon Trail in Baker County.

Very truly yours

Secretary

HBG:AJ

cc Mr. C. O. Price
1208 Porter Bldg.
Portland, Oregon

Spokane, Washington
July 10, 1933

Weiser Iron Works
Weiser, Idaho

Gentlemen:

Enclosed please find our check in the amount of $64.50. This and our check recently forwarded you in the amount of $44.90 covers our account in full.

We are very much surprised that you saw fit to file this matter with the State before taking same up with this office. We can appreciate of course that the items in the amount of $44.90 were considerable past due, however all bills are paid out of our Spokane office, and had your invoices been forwarded direct to this office same would have been in line for payment when due. As it happened these invoices were not forwarded to this office until about the time the job was completed; this accounts for the delay in making payment.

On receipt of the enclosed check will ask that you please notify Mr. H. B. Glaisyer, Secretary of State at Salem, Oregon, and please forward us a copy of same.

Relative to your bill against the Cascade Investment Company, we are taking this matter up with them and feel sure that payment will be made in the near future.

Very truly yours,
CLIFTON & APPLEGATE

BY

ojm eb

#1393

167C

CLIFTON & APPLEGATE

ROAD CONTRACTORS

July 6, 1933

Clifton & Applegate, Inc.
Hutton Building
Spokane, Washington

Gentlemen:

We thank you for your letter of July 3 advising that checks have been forwarded to both Mr. Chester T. Lackey and Mr. C. C. Taylor in payment of their accounts for truck hire, and setting forth that payment had been delayed awaiting receipt of bills for various items in their accounts and the proper check-up of their time and these items with your truck foreman had been made.

The above is in connection with State Highway Contract No. 1393 for the construction of the Line-Huntington Section of the Old Oregon Trail.

Very truly yours

Secretary

MBG:jn

c.c. U. S. Fidelity & Guaranty Co.
Porter Building
Portland, Oregon

JOHN M. CLIFTON, Pres.
V. J. APPLEGATE, Vice Pres.

Hutton Building
Spokane, Wash.

CLIFTON & APPLEGATE
(Incorporated)
RAILROAD CONTRACTORS

Spokane, Washington
July 3, 1933

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are in receipt of copy of your letter of July 1st to the U. S. F. & G. Company of Portland advising that Chester T. Lackey of Ontario and C. C. Taylor have notified you that they have not received payment for truck Hire.

In reply we beg to advise that prior to receipt of your letter, checks had been forwarded both Mr. Lackey and Mr. Taylor in full of their accounts. Payment was delayed awaiting receipt of bills for various items in their accounts and the proper check-up of their time and these items with our truck foreman.

Yours truly,

CLIFTON & APPLEGATE

BY J M Clifton Pres.

jmc cb

cc U. S. F. & G. Co.

July 6, 1933

Mr. Chester T. Lackey
Ontario
Oregon

Dear Sir:

Attached is copy of letter we have received from Clifton & Applegate relative to your claim for 174½ hours of truck hire on the Lime-Huntington Section of the Old Oregon Trail, also the claim of Mr. C. C. Taylor for 50 hours of truck hire. We trust that you have received payment by this time.

Very truly yours

Secretary

HBG:jn

c.c. Mr. C. C. Taylor
Ontario, Oregon

#1393

July 1, 1933

Mr. Chester T. Lackey
Ontario
Oregon

Dear Sir:

This acknowledges receipt of your letter of June 26 advising that Clifton & Applegate are indebted to you for 174½ hours' truck hire on the Lime-Huntington Section of the Old Oregon Trail, State Highway Contract No. 1393; also that they are indebted to C. C. Taylor of your City for 50 hours' truck time.

In connection with this project, Clifton & Applegate were required to furnish the State with a surety bond for the protection of claims, and we offer this bond to you for the protection of your claim. The bond was written by U. S. Fidelity & Guaranty Company, for which Mr. C. O. Price is Manager with offices in the Porter Building, Portland.

We suggest that you file your claim with the bonding company, also with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed.

In accordance with our usual practice, we are also calling this matter to the attention of the contractor and his bondsmen.

Very truly yours

Secretary

HBG:AJ

July 1, 1933

Mr. C. O. Price, Manager
U. S. Fidelity & Guaranty Company
Porter Building
Portland, Oregon

Dear Sirs

Attached is copy of letter which we have received from Mr. Chester T. Lackey, Ontario, relative to his claim against Clifton & Applegate in connection with their contract for the grading of the Lime-Huntington Section of the Old Oregon Trail in Baker County. The letter further states that Mr. C. C. Taylor has also a claim against the same project.

This information is given you as you appear as surety on the contractors' bond.

Very truly yours

Secretary

AJ

cc Clifton & Applegate
Hutton Building
Spokane, Wn.

Ontario Ore 6/26-1933.

Mr R. H. Baldock
State Highway Engineer
Salem, Ore.

Dear Sir:

I have not recieved pay from Clifton and Applegate for 174½ hours truck hire on the Huntington-Lime construction job.

C.C. Taylor of Ontario also is unpaid for 50 hours truck time.

I have been informed that you can hold up their final settlement until all their bills are paid. If this is correct we will greatly appreciate such action on your part.

Yours truly
Chester T Lackey

July 6, 1933

Mr. Harvey Wells
% Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Dear Sir:

Responding to your telephonic request I have to advise as follows concerning State Highway Contract No. 1419 awarded to R. H. Jones for the construction of three bridges over Burnt River on the Old Oregon Trail in Baker County.

The records show that we have paid to Mr. Jones to-date the sum of $14,660.14, which includes estimate No. 6 amounting to $2,761.09. This estimate was paid a few days ago.

The records also show that our retained percentage is $1,061.05 which will be paid to Mr. Jones in about two weeks. This will represent final payment on this contract.

Very truly yours

Secretary

HBG:AJ

#1393

169c

July 7, 1933

H. B. G.

R. H. Jones Cont. #1419 - Baker County -

Total amount paid to date is $14,660.14 -

Retained percent is $1,081.05. Contractor will receive just about the amount of the retained percent on the final payment. There will be no semi-final payment. Final will be made in about two weeks.

J. McF.

warrant → # 2761.09
Est. # 6
to Janet
IV

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Old Oregon

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ly yours

Secretary

HBG:AJ

#1393

169c

Mr. Jones

Bennet Ring job

[redacted]

Harvey Wells.

[redacted]

warrant → #2761.09

Est. #6

~~Janet~~ IV

our letter
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Oregon

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the above-

forwarded

ours

Secretary

HBG:AJ

#1393
169C

July 6, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of July 3 enclosing copies of notice of claim filed by Weiser Iron Works against Clifton & Applegate and their surety in connection with State Highway Contract No. 1393 which was awarded to Clifton & Applegate for the construction of the Lime-Huntington Section of the Old Oregon Trail in Baker County.

It is noted that the claim is in the sum of $62.65 and was incurred by Cascade Investment-company, which is the subcontractor on the above-mentioned contract.

Copies of the notice are being forwarded to the contractors and their surety.

Very truly yours

Secretary

HBG:AJ

July 6, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of July 5 enclosing copies of notice of claim filed by Weiser Iron Works against Clifton & Applegate and their surety in connection with State Highway Contract No 1593 which was awarded to Clifton & Applegate for the grading of the Lime-Huntington Section of the Old Oregon Trail in Baker County.

Copies of the notice are being mailed to the contractors and their surety.

Very truly yours

Secretary

AJ

Hal E. Hoss
SECRETARY OF STATE

July 7, 1933

RECEIVED
JUL 6 - 1933
OREGON
STATE HIGHWAY COMMISSION

U. S. Fidelity & Guaranty Company
% C. O. Price, Manager
Portland, Oregon

Dear Sirs:

Attached are copies of notices of claims filed with the Secretary of State against State Highway Contract No. 1393 which was awarded to Clifton & Applegate for the grading of the Lime-Huntington Section of the Old Oregon Trail in Baker County.

Weiser Iron Works............. For labor and repairs	$ 100.40
Weiser Iron Works............. For labor and repairs (Incurred by Cascade Investment Company, subcontractor)	62.85

This information is given you as you appear as surety on the contractors' bond.

Very truly yours

Secretary

AJ

cc Clifton & Applegate
Hutton Building
Spokane, Wn.

C. N. LAUGHRIDGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
JUL 6 - 1933
OREGON
STATE HIGHWAY COMMISSION

July 5, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

A notice of claim by the Weiser Iron Works for labor and materials furnished in the amount of $62.85 against the bond taken from Clifton & Applegate, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Huntington-Lime Section of the Old Oregon Trail Highway.

A copy of this notice is enclosed for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

COPY

To the State of Oregon, and to
Hal A. Hoss, Secretary of State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned Weiser Iron Works has a claim for labor, services, repairs and parts for trucks used in the construction work on the Huntington-Lime section of the Old Oregon Trail Highway in Baker County, by the Cascade Investment Company, sub-contractor under Clifton & Applegate on said construction work, in the sum of $62.85, against the said Cascade Investment Company and against the bond taken from Clifton & Applegate and the United States Fidelity & Guarantee Company for the work of constructing the Huntington-Lime section of the Old Oregon Trail Highway in Baker County, Oregon, according to the statement hereto attached and made a part of this notice.

Weiser Iron Works
By Robt. D. Lytle

* * * * ** * * * * *

Weiser, Idaho, June 1, 1933

Cascade Investment Co.
309 East Main St., Portland Ore
in Account with
WEISER IRON WORKS
1933

Mar 27	Repair International truck	18.75
Mar 30	Press truck axle	.50
April 9	Repair International truck dump body and hoist assembly	42.10
May 2	Press truck axles	1.50
		62.85

Endorsed: file No. 2270
filed July 3, 1933
HAL E. HOSS,
Secretary of State

RECEIVED
JUL 6 - 1933
OREGON
STATE HIGHWAY COMMISSION

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

July 5, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

Mr. Robt. D. Lytle, Attorney, Vale, Oregon, has forwarded to this office a notice of claim by the Weiser Iron Works for materials and labor performed in the amount of $109.40 against the bond taken Clifton & Applegate, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Huntington-Lime Section of the Old Oregon Trail in Baker County, Oregon.

A copy of this notice is enclosed for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

RECEIVED
JUL 6 - 1933
OREGON
STATE HIGHWAY COMMISSION

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

July 5, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

Mr. Robt. D. Lytle, Attorney, Vale, Oregon, has forwarded to this office a notice of claim by the Weiser Iron Works for materials and labor performed in the amount of $109.40 against the bond taken Clifton & Applegate, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Huntington-Lime Section of the Old Oregon Trail in Baker County, Oregon.

A copy of this notice is enclosed for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

RECEIVED
JUL 6 - 1933
OREGON
STATE HIGHWAY C

[illegible] [illegible]
Filed July 3, 1933
HAL E. HOSS,
Secretary of State

RECEIVED
JUL 6 - 1933

To the State of Oregon, and to

Hal E. Hoss, Secretary of State of Oregon

Salem, Oregon

Notice is hereby given that the undersigned Weiser Iron Works has a claim for labor, services, repairs and parts for one power shovel used in the construction work on the Huntington-Lime section of the Old Oregon Trail Highway in Baker County, in the sum of $109.40, against the bond taken from Clifton & Applegate and the United States Fidelity & Guarantee Company for the work of constructing the Huntington-Lime section of the Old Oregon Trail Highway in Baker County, Oregon, according to the statement hereto attached and made a part of this notice.

Weiser Iron Works,

By Robt. D. Lytle

* * * * * *

Weiser, Idaho, June 1, 1933

Clifton Appelgate Co.
Spokane, Wash
in account with
WEISER IRON WORKS

April	20	Press work on shovel parts	21.00
	24	Repair shovel circle roller & make two roller axles	16.50
	25	Make 2 loader cable rollers	6.00
		Telephon to Portland	1.40
May	22	Repair shovel parts & make shovel bushings	64.50
			109.40

Endorsed: File No. 2269
Filed July 5, 1933
HAL E. HOSS,
Secretary of State

RECEIVED
JUL 6 - 1933
OREGON

769C

July 6, 1933

Clifton & Applegate
Hulton Building
Spokane, Washington

Gentlemen:

In answer to your letter of July 3rd, regarding the status of an estimate labelled semi-final, please be advised as follows:

The "semi-final" estimate differs from a regular monthly estimate in that the quantities on the "semi-final" estimate are supported by a set of "final records" which are submitted with the "semi-final" estimate, while a regular monthly estimate is submitted to the Salem office for payment without any such supporting records. Thus the quantities shown on the "semi-final" estimate are the final quantities subject to any change that may be made after the final records have been checked by the Salem office.

Since there is a release of a part of the retained moneys on the "semi-final" estimate, the surety is notified ten days previous to delivering the warrant that a "semi-final" payment is to be made.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by R. Alvick/ER

JOHN M. CLIFTON, PRES.
V. J. APPLEGATE, VICE PRES.

HUTTON BUILDING
SPOKANE, WASH.

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS
Spokane, Washington

July 3, 1933

REFERRED TO
[illegible]
BY SECRETARY

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are in receipt of estimate #10 on the Lime Huntington section of the Old Oregon Trail job. We note that same is marked Semi Final.

Will you kindly advise us what difference in status there is, if any, between an estimate labelled "Semi Final" and a regular "Progress Estimate, except that, now that the work is completed, there is a further release of percentage retained moneys.

Very truly yours,
CLIFTON & APPLEGATE
BY CJ McGee

ojm cb

Yours very truly
STATE HIGHWAY COMMISSION
By

JM:MC
Secretary

July 1, 1933

U. S. Fidelity and Guaranty Co.
C/o C. C. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Clifton & Applegate on contract No. 1393 covering the construction of the Lime-Huntington Section of the Old Oregon Trail in Baker County. This payment will be made on or after July 11, 1933.

Kindly acknowledge receipt of this letter.

Yours very truly
STATE HIGHWAY COMMISSION

By

JM:MC

Secretary

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

169C

June 28, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

NOTED
State Highway Engineer

Attention: Mr. H. G. Smith

Dear Sir:

Semi-final estimate on the Lime-Huntington Grading Project, contract No. 1393, is being enclosed herewith. I am also enclosing five extra work orders, which orders are self-explanatory. The only two orders of any consequence are orders No. 2 and No.3 which cover the construction of bridges across Burnt River in order to secure suitable gravel topping material. This was necessary as the amount of topping material to be secured from the large cut at the East end of the Huntington Overhead was much less than had been anticipated, and it was necessary for the contractor to secure gravel from pits which had not been contemplated.

Your approval of the work orders as submitted, is requested.

The final cost of the job exclusive of engineering, is approximately $2400.00 under the estimated cost, which amount includes the force account orders being submitted.

Very truly yours,

WCWilliams
Division Engineer.

WCW:OW
Encls.

cc R. H. Baldock.

169-C

June 30, 1933

Mr. Robt. D. Lytle
Attorney and Counselor at Law
Vale, Oregon

Dear Sir:

In reply to your letter of June 28, the bond furnished by Clifton & Applegate in connection with its contract for the grading of the Lime-Huntington Section of the Old Oregon Trail in Baker County was written by United States Fidelity & Guaranty Company. Mr. G. Cunningham is the resident agent, with offices in the Porter Building, Portland.

We have no record of the bond furnished by Cascade Investment Company, subcontractor under Clifton & Applegate.

Very truly yours

Secretary

MBG:AJ

RECEIVED

69 C

ROBT. D. LYTLE
ATTORNEY AND COUNSELOR AT LAW
VALE, OREGON

June 28, 1933

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Will you kindly give me the name of the surety for Clifton Applegate and Company, contractors, on their contract on the Huntington to Lime construction work on the Old Oregon Trail.

Will you also give me the name of the surety, if any, for the Cascade Investment Company, sub-contractors under Clifton Applegate and Company on the above construction work.

I need this information to enable me to file claims with the Secretary of State against these contractors and their sureties.

Yours very truly,

Robt. D. Lytle
F.C.

FC

RECEIVED
JUN 30 1933
OREGON
STATE HIGHWAY COMMISSION

#1419

169C

Great American
Indemnity Company
New York

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
PORTLAND, OREGON

COPY

June 20, 1933

Mr. H. B. Glaisyer, Sec'y
Oregon State Highway Commission,
Salem, Oregon

Dear Mr. Glaisyer:

We wrote you some time ago requesting that you hold up any earned estimates or retainage on the Huntington-Lime Section job and we later withdrew this request.

We regret very much that it now becomes necessary for us to make another request that you hold up earned estimates or retainage on this job.

Would appreciate your acknowledging this request and your compliance if it is possible for you to do so.

Very truly yours,

Signed----Harvey Wells
General Agent

HW-s

(Original by mail 6/20/33-s)

Filed in Contract

FORM S-M-4 8079 2M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

1690

222

June 19, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. ~~H.~~ G. Smith

Dear Sir:

I am submitting an order for State Force work on the Lime-Huntington Section, which order covers prospecting for surfacing materials to be used in bituminous macadam construction.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
Encl.

cc R. H. Baldock.

RECEIVED
JUN 20 1933
OFFICE OF
MAINTENANCE ENGINEER

REFERRED TO
Bishup
By State Highway Engineer

We want to get a preliminary oil treated to the [illegible] gals.
+ Lime - Huntington for section
See Smith and advise me
of cost + [illegible].

NOTED
State Highway Engineer

NOTED
State Highway Engineer

NOTED
State Highway Engineer

FORM 2-E-1 6481 2M 11-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

#1419

169-C

June 12, 1933

Mr. H. B. Glaisyer,
Secretary,
Oregon State Highway Commission,
Office

Dear Sir:

For your information Mr. R. H. Jones has completed his work on contract No. 1419, and we would be pleased if you would secure authorization from the Oregon State Highway Commission for us to pay final estimate on this job.

The work was completed June 3, 1933.

Very truly yours,

C. B. McCullough
Bridge Engineer

By W. A. Reeves
W. A. Reeves
Office Engineer

CAG:DK

Approved by Comm 6/15/33
HBG

#1393

FORM S-A-1 7830 5M 8-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

169 C

OREGON STATE HIGHWAY COMMISSION
SALEM

June 8, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

~~Mr. W. C. Williams,~~
~~Division Engineer,~~
~~La Grande, Ore.~~

Dear Sir:

Mr. Paxson advises that you contemplate making channel changes on the Dixie-Lime Section 30 ft. wide and stated that 30 ft. had been the width originally planned.

This does not appear to have been taken into consideration on the profile furnished us as it seems to be the original location data. If not I believe the extra width could come from out of the extra 10% allowance and could be used in widening fills slightly.

These fills are somewhat narrow anyway to provide for our standard width with a gravel topping placed on top so extra foot obtained from surplus material would be advantageous.

NOTED

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

FORM 2-M-1 5070 1M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

E-169-C

#1393

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

June 3, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

JUN 5 - 1933
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

This is to advise that all work on the Lime-Huntington Regrading Project, contract No. 1393, was satisfactorily completed by Clifton & Applegate, General Contractors, on May 25, 1933.

The final estimate and records on this project will be submitted on or about June 10th.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW

cc H. G. Smith

REFERRED TO
Glaisyer
Per State Highway Engineer

[illegible]

[illegible]

FORM 5-M-1 5070 5M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1 69C

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 29, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

Herewith order for State Force work on contract projects covering the purchase of gravel used as topping materials on the Lime-Huntington Section. This order does not require additional authorization of funds for the project.

Very truly yours,

Division Engineer.

WCW:OW
Encl.

cc R. H. Baldock.

MAY [illegible] 1933

Form [illegible]

ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending May 27, 1933
Section Lime-Huntington
Kind of work Regrading
Highway Old Oregon Trail
Section prefix I.P.P. 164 C
Contractor Clifton & Applegate
Contract number 1393
Date of contract August 31, 1932
Date of completion May 31, 1933
Date work started Sept 16, 1932
Estimated date of completion ...., 193...
Amount of contract $8886.50
Per cent of time elapsed ....%
Estimated cost of completed project, exclusive of engineering $8886.50
Per cent of contract completed, based on total contract price ....%
Engineering costs to date, $481.00, 5.4%
Date project was completed May 25, 1933

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor finished all work on this project May 25th.

An average of 31 men worked this week

The Semi final estimate will be ready about June 10th

NOTED
H. G. SMITH

N. J. Miller
Res. Dist. Eng.

Mail original copy to Salem and duplicate copy [illegible] on Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.15	4.15			
Miles partially completed					
Miles completed	4.15	4.15			
Total estimated quantities	192,000	25,200			
Estimated quantities moved or placed to date	190,000	26,103			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	2				
Hours per shift	5				
Average force on project for week	28				

Percentages of men employed on contract to be secured from:

Baker County, 20 %; Union County 60 %; Malheur County, 20 %; Multno County, %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Baker COUNTY	Union COUNTY	Malheur COUNTY	Multno COUNTY	OTHER SOURCES		
Men	15	6	4	2	—	4	31
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers .... 1 Tractor drawn blade

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

FORM 2-H-1 5079 5M 10-30

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 26, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

1610

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. J. N. Bishop

Dear Sir:

I am enclosing minor betterment work order 1 MF-518 in the amount of $300.00 covering prospecting for a quarry to be used on the Lime-Huntington bituminous macadam project. As it is desired to get this work under way at an early date in order that the contract for the bituminous macadam may be awarded, your early approval of this order will be appreciated.

Very truly yours,

WCWilliams

Division Engineer.

WCW:OW
Encl.

cc H. G. Smith
cc R. H. Baldock.

NOTED
State Highway Engineer

1M 6-12-1 9979 2M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 25, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing cross-sections of that portion of the Lime-Huntington Section adjacent to the spur track serving the Sun-Portland Cement Company at Lime. These cross-sections show the relation of the newly constructed highway to the spur track, as well as the depth of the cinder fill as determined by soundings.

I do not believe that any trouble will be encountered by sloughing of the spur track fill unless this fill is subject to extreme vibration. If this is true it might be advisable to construct a handplaced rock wall to a sufficient height to eliminate danger of the fill sloughing away.

It appears to me that the highway right of way was unduly crowded at the time the spur track was constructed. Our new center line at this point is further from the spur track than the original center line, and at no place along this particular fill did cut slopes extend beyond our original right of way line.

Very truly yours,

W C Williams

Division Engineer.

WCW:CW
Encls.

cc R. H. Baldock.

5M 5-M-1 5879 5M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

169C

May 22, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I have completed an investigation of the possibility of eliminating encroachment No. 9 on the Gales-Lime Section, and I find that this encroachment can be eliminated at a very small cost, and we are therefore proceeding with a revision at this point. You may advise the O.W.R.&N.Co. that this encroachment will not be necessary.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW

cc R. H. Baldock.

RECEIVED
MAY 23 1933
STATE HIGHWAY
OREGON

NOTED
State Highway Engineer

ORM S-A-1 7620 5M 3-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

May 22, 1933.

169C

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

Herewith please find a letter from S. Murray, Chief Engineer of the O. W. R. & N. Co., concerning some cross sections which he wishes taken in the vicinity of Lime.

In addition to the cross-sections, will you make a study of this condition to see if there is anything further we should do towards supporting the track, such as building a retaining wall.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By contract number

Index:

INDEXING: Begins with: Contract #1327, 1412, 1520 Ends with: Contract #1393, 1419, 1493,

FLASH CARDS: Begins every Contract

Remarks: Contract #1393, 1419, 1493, continued on Reel #14

Reel No. 13 Reduction Ratio 21:1 Project No.
Camera: Name Bell & Howell Model File Master Film MD 5 16mm

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 17 day of March, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott G. Rhoden

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By contract number

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I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott G. Rhoden